

AGREEMENT BETWEEN

U.S. ARMY MISSILE COMMAND
U.S. ARMY COMMUNICATIONS COMMAND
AGENCY-REDSTONE

U.S. ARMY COMMISSARY

AND

AMERICAN FEDERATION OF GOVERNMENT
EMPLOYEES
LOCAL 1858 AFL-CIO



REDSTONE ARSENAL, ALABAMA



FOR NON PROFESSIONAL EMPLOYEES

19JUNE 1981

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ARTICLE 1

PURPOSE

The well-being of the employees and the efficient and economical operation of the UNITED STATES ARMY MISSILE COMMAND, the REDSTONE ARSENAL COMMISSARY, and the UNITED STATES ARMY COMMUNICATIONS COMMAND AGENCY-REDSTONE require that orderly and constructive relationships be maintained between the Employer and the Union. The parties to this Agreement recognize that they must assume great responsibilities and must exercise proper restraint and good judgment to establish a stable and meaningful relationship based upon this Agreement. It is the purpose of this Agreement, therefore:

- a. To identify the parties to the Agreement and define their respective roles and responsibilities under this Agreement.
- b. To state the policies, procedures, and methods that will hereafter govern the working relationship between the Employer and the Union.
- c. To insure Union and employee participation in the formulation and implementation of personnel policies and procedures affecting them, and their "conditions of employment."
- d. To provide for the highest degree of efficiency and responsibility in the accomplishing of the mission of the Employer.
- e. To promote Union and Employer management relationship.
- f. To facilitate the adjustment of grievances and/or disputes between the Employer and the Union

ARTICLE 2

RECOGNITION AND COVERAGE

The Employer recognizes the Union as the exclusive bargaining representative for all eligible employees within the bargaining unit. The recognized bargaining unit includes, and this Agreement is applicable to, all current and future eligible civilian employees of the USAMICOM, REDSTONE ARSENAL COMMISSARY, and the UNITED STATES ARMY COMMUNICATIONS COMMAND AGENCY-REDSTONE, Redstone Arsenal, Alabama. The following categories of civilian employees are excluded from the bargaining unit and the coverage of this Agreement:

- a. Management officials.
- b. Employees engaged in personnel work in other than purely clerical positions.
- c. Supervisory employees.
- d. Professional employees.
- e. Consultants.
- .f. Cooperative students.

- g.* Employees of the Missile Intelligence Agency.
- h.* Temporary employees (appointment for 90 days or less).

ARTICLE 3

PROVISIONS OF LAWS AND REGULATIONS

In the administration of all matters covered by this Agreement, except for those matters specifically excluded by statute, the Union and the Employer are governed by existing or future laws and the regulations of appropriate authorities, involving conditions of employment or the interpretation and application of agency policies, regulations, and practices not specifically covered by this Agreement.

ARTICLE 4

AGREEMENT

Section 1 Parties of the Agreement

a. This Agreement shall be binding on all parties after signatures of the following:

- (1) President, Local 1858, American Federation of Government Employees.
- (2) Commander, US Army Missile Command.
- (3) Commissary Officer, US Army Troop Support Agency, Southeast Field Office, Redstone Arsenal Commissary.
- (4) Director, US Army Communications Command Agency — Redstone Arsenal.

b. This Agreement is subject to and will be forwarded to the US Army Materiel Development and Readiness Command (DARCOM) for post audit review.

Section 2 Duration, Renewal, and Termination

This Agreement shall be binding on the Employer and the Union for a period of two years from the effective date specified in Section 1 of this Article. The Agreement shall be automatically cancelled unless extended by mutual agreement; however, the Agreement will be extended until negotiations are completed provided negotiations for a new Agreement are in progress during this period. Notification from one party to the other must be made in writing not more than 90 or less than 60 days prior to the expiration date, or to any subsequent anniversary date, of the desire to modify or terminate this Agreement.

Section 3 Amendment to Agreement

Any Amendment to the Agreement shall be as follows:

a. Where changes in existing laws or regulations promulgated outside the Department of the Army have the effect of negating or invalidating any portion of this Agreement, a request for revision to adopt provisions which conform with the new or amended law, directive, or regulation shall be made by either party at any time. The nature of the desired revision and reasons therefore shall be given by the sponsoring

parry with a required response within 30 days to renegotiate the portion of the Agreement affected. Amendments shall be binding after signatures of parties listed in 1a above subject to post audit review by DARCOM.

b. If either the Union or the Employer desires to renegotiate a specific article or articles, the initiating party shall notify the other party in writing. The other party shall notify the initiating party within 15 days from receipt of notification of their decision to agree or not to agree to renegotiation of the proposed article or articles. If there is mutual agreement to renegotiate, such renegotiation shall commence at a mutually agreed upon time and place no later than the 45th day from the date of agreement to renegotiate.

ARTICLE 5

LABOR-MANAGEMENT RELATIONS

(1. It is agreed by the Union and the Employer that meaningful consultation and communication shall be established and maintained between the Union and Management. Consultation and communication shall characterize the relationship at every level of the Union and Management. At each such level, consultation and communication shall be held as appropriate.

b. In mutual recognition of the obligations and responsibilities imposed on the parties by the Federal Labor Relations Statute, the Employer and the Union agree that there shall be meaningful consultation between them on organizational changes.

c. Consultations on proposed organizational changes shall be conducted by Management and the Union. After the reorganization approval by the Commander, these consultations will be utilized to discuss such items as organizational changes, mission/function statements, and proposed changes in personnel. Other appropriate information will be furnished to the Union on specific cases.

ARTICLE 6

CONSULTATION

a. Consultation as used in this Agreement shall be defined as a face-to-face meeting between the Commander or his designee and the Union President or his designee to deliberate together in an attempt to reach a mutual agreement. Consultation is not negotiation. Nothing in this article shall be construed to limit the right of both parties to engage in negotiations and collective bargaining on appropriate matters.

b. It is agreed and understood that matters appropriate for consultation between the parties shall include personnel policies and practices affecting conditions of employment including such matters as scheduling leave, safety, training, labor-management cooperation, reduction-in-force, methods of adjusting grievance, and employee services.

c. The Union shall:

(1) Be informed of any substantive change in conditions of employment proposed by the Employer at the earliest possible date.

(2) Be permitted reasonable time to present its written and oral views and recommendations regarding the changes before the required implementation date.

d. The Employer shall:

(1) Consider above views or recommendations of the Union before taking final action on any matter with respect to which the views of recommendations are presented.

(2) Provide the Union a written statement of its decision on the matter at the earliest possible date when requested by the Union.

ARTICLE 7

RIGHTS AND OBLIGATIONS

Section 1 Mutual Rights and Obligations

a. The Employer and the Union mutually agree that this collective bargaining agreement is the primary basis for labor-management relations. Therefore, the Employer shall be obligated to **consult with** the Union on changes in personnel policies and practices and matters that would affect the conditions of employment of the persons in the bargaining unit. It is agreed that the Employer and the Union will meet and confer with respect to personnel policies and practices as imposed by Public Law 95-454.

b. In the administration of all matters covered by this agreement; management, the Union, and employees are governed by existing or future laws and applicable regulations.

c. The Employer and the Union agree that all provisions of this collective bargaining agreement shall be applied fairly and equitably to all employees in the unit.

Section 2 National Security

The Employer and Union jointly recognize in the interest of national security the requirement for orderly, economical, and efficient accomplishment of the Employer's missions. To this extent, the Employer and the Union agree that accomplishment of these missions will be a major consideration in all consultations and/or confer on agreements developed by the Employer and Union in their day-to-day association,

Section 3 Employee Rights

All employees shall be treated with fairness and dignity.

b. The CSRA states and the parties hereby recognize that each employee in the unit shall have the right to form, join, or assist the Union or to refrain from any such activity, freely and without fear of penalty or reprisal, and each employee shall be protected in the exercise of such right. Employees under the law, also have the right:

(1) to act for a labor organization in the capacity of a representative and the right, in that capacity, to present the views of the labor organization to heads of agencies and other officials of the executive branch of the Government, the Congress, or other appropriate authorities; and

(2) to engage in collective bargaining with respect to conditions of employment through Union representatives.

e. Nothing in this Agreement shall require an employee to become or to remain a member of a labor organization, or to pay money to the organization except pursuant to a voluntary, written authorization by a member for the payment of dues through payroll deductions and/or cash.

d. The employee maintains the right to consult with his/her supervisor or higher officials through appropriate channels on questions concerning personnel policies, regulations, and other matters pertaining to conditions of employment. The employee maintains the right to have a Union representative present.

e. Employees have the right and shall be encouraged to bring matters of personal concern regarding conditions of employment to the attention of the appropriate supervisor and the Union representative at the lowest level capable of resolving the matter.

f. A representative of the Union shall be given an opportunity to be present at an Employer examination of a unit employee in connection with an investigation if:

(1) the employee reasonably believes that the examination may result in a disciplinary action against the employee; and

(2) the employee requests such representation. When such an examination is held, every reasonable effort will be made to schedule it at a time and site which is acceptable to all of the participants.

g. If a bargaining unit employee has a complaint, and in the event that a grievance becomes necessary, and the Union official cannot adequately investigate or prepare for the grievance at the employee's work site, the employee will be granted reasonable time unless precluded by mission requirements to visit with the Union official at another area. If not immediately approved, the supervisor will inform the employee of the time that the employee can leave the work area.

h. The Employer shall annually inform all members of the bargaining unit of their rights, as set forth in paragraph f of this section.

i. For the purpose of this paragraph, solicitation of employees during approved campaigns or drives in the bargaining unit means requests for contributions for the Combined Federal Campaign, participation in Savings Bond Drives, Blood Drives, or other approved solicitations which have been announced in generally published directives. Contributions from employees in the bargaining unit and participation by employees in the unit to solicit contributions shall be voluntary. There shall be no pressure on any employee in the unit for nonparticipation or for any level of contributions. An employee in the bargaining unit may be requested to volunteer to solicit for contributions. The Union agrees to assist in seeking the needed volunteers. Management and Union officials will sponsor the approved drives.

j. The use of investigative methods employing equipment such as electrical, electronic, optical, chemical, or mechanical surveillance devices may be used for security purposes provided that the devices are used in accordance with laws and DOD regulations.

k. Consistent with the Management rights to assign work to and determine methods and means of performing work, employees can expect assignments to be made consistent with grade level and position description.

l. The Employer will make available a qualified person who will interpret for deaf employees or read for visually handicapped employees when needed to assist in the accomplishment of official work.

Section 4 Employer Rights and Obligations

The Employer retains all management rights provided by the Civil Service Reform Act of 1978 (PL 95-454). Nothing in this Agreement shall be interpreted to affect the authority of any management official to exercise such rights.

Section 5 Union Rights and Obligations

AFGE Local 1858 retains all Union rights provided by the Civil Service Reform Act of 1978 (PL 95-454). Nothing in this Agreement shall be interpreted to affect the authority of any Union representative to exercise such rights.

ARTICLE 8

UNION REPRESENTATION

Section 1 Elected Union Officials and Appointed Officers of Local 1858

a. The Employer agrees to recognize the elected Officers, appointed Vice Presidents, ~~Union~~ representatives, and Stewards of the Union. All elected officers and appointed representatives will hereinafter be referred to as Union officials.

b. The Union shall furnish to the Employer a list of names of all elected Officers, Assistant Vice Presidents, and Stewards, within 20 working days after the effective date of this Agreement. Changes to the list will be furnished within 10 working days after any new or changed personnel assignments. Assistant Vice Presidents and Stewards on the list must be members of the bargaining unit. The list will identify the specific organizational element or physical area for which each Steward is assigned to represent. The Union agrees not to assign an excessive number of Stewards to an organizational element.

c. In the event a Steward is transferred by SF50 to another organizational element, the previous designation as Steward will be void unless redesignated for the new area by the Union President.

d. Subject to overriding considerations for assignment of the workforce to meet operational requirements, the Employer agrees to assign elected Union officers to the day shift. Should an overriding condition occur, the supervisor will notify the Union in writing NLT five days after ~~the request~~.

Section 2 Performance of Union Duties

a. The Employer and the Union jointly agree that the interest of both parties will be best served by developing a climate of mutual respect and good working relations among all levels of their respective representatives. To this end supervisors and Union representatives will:

- (1) Meet informally to exchange information and resolve potential problems.
- (2) Make every effort possible to resolve problems at the lowest organizational level.

b. The Employer agrees that there shall be no restraint, interference, coercion, reprisal, or discrimination against any Union officials because of the performance of Union obligations.

c. The Union agrees that its Union officials will not use official duty time to conduct internal affairs of the Union.

d. The Union agrees (whenever practicable) to utilize the telephone for local calls in performance of Union representational duties.

Section 3 Representational Duties and Official Time Use

a. Elected Union officials will be allowed a reasonable amount of official time for fulfillment of the Union's obligation under this Agreement. Should a supervisor feel that his/her employee is using too much official time and that this is interfering with his/her official duties, the Union official and the supervisor shall review the problem and attempt to resolve it at the lowest possible level. If the problem is not resolved, it will be referred to higher levels in the Union and Management for resolution. Official time utilized by Union officials will be for the purpose of:

- (1) Consulting with supervisors on policy matters and conditions of employment.
- (2) Consulting with employees on problems with policies and conditions of employment.
- (3) Representing employees in preparing and compiling data for and presenting grievances to the Employer.

b. The Union agrees to conduct business with dispatch during working hours and shall not use Union positions for unwarranted absences from assigned work areas. Performance of Union duties shall not be accomplished during priority workloads.

c. A Union official's absence from official job duties will require that his supervisor be informed of the area or management official to be visited and sufficient information to assure that the Union official will be conducting appropriate Union representational duties.

d. Union officials requiring official time for purposes outlined above will consult with his/her supervisor concerning this representational requirement. Should the supervisor have an imperative or overriding need for the employee to remain at the work site, the supervisor shall inform the Union official promptly in writing as to when he/she will be able to leave.

e. The Union agrees that prior to entering a work area other than the organizational area in which assigned, its Officers and Stewards will, if possible, notify the appropriate supervisor and request to see an employee. Approval will be granted unless job duties dictate a need for delay.

f. The Union recognizes that accurate daily records will be maintained by the supervisors of Union officials, accounting for the total time spent on appropriate labor-management business.

ARTICLE 9

EQUAL EMPLOYMENT OPPORTUNITY

a. The Employer and the Union will conduct a continuing campaign to eradicate every form of prejudice or discrimination based upon race, creed, color, age, sex, or national origin.

b. The Union and the Employer shall cooperate to the fullest extent to assure Equal Opportunity in training, promotional, and other conditions of employment for all employees.

c. The Union recognizes that the Employer has the responsibility for development and implementation of the Federal Equal Opportunity Recruitment Program (FEORP) policies and procedures.

The Union agrees to work in concert with the Employer in support of this program which is designed to correct the under-representation of minorities and women in the work force.

d. Activities, facilities, services, and training programs operated, sponsored, or participated in by this installation will be made available to all employees without discrimination.

e. The Equal Employment Opportunity Officer shall provide a copy of the annual progress report on the Equal Employment Opportunity Program to the Union, and also a copy of published statistical information to the Union when such information is specifically requested and identified by subject matter.

ARTICLE 10

HUMAN RESOURCES PROGRAM

a. The Union and the Employer jointly recognize alcoholism and drug abuse as illnesses which are treatable. In addition, the parties recognize that personal, emotional, financial, marital, family, and legal problems, etc., may also create medical behavioral problems. Each of these problems may cause poor attendance and declining performance on the job. It is recognized that each problem has its own identity and will be treated as such. Employees who suffer from any one of these problems may have an adverse impact on their co-workers. The Union agrees to work with the Employer in support of the program and consult on employee illnesses related to alcoholism, drug abuse, and emotional behavioral problems.

b. The Employer and the Union recognize alcoholism, drug abuse, and emotional-behavioral problems as treatable health problems that may affect job performance. All members of the bargaining unit and their families will be given the opportunity for treatment and counseling under the Employer's Human Resources Program.

c. The Human Resources Program is designed to assist employees in:

(1) Prevention of alcohol abuse and alcoholism.

(2) Prevention of drug abuse and dependency on drugs.

(3) Treatment of emotional-behavioral problems.

(4) At the employee's discretion, counsel with families of employees with alcohol, drug, or emotional-behavioral problems.

(5) Attempting to restore to effective and reliable duty all employees who are failing to function properly on their jobs because of problems attributable to alcoholism, drug abuse, or emotional-behavioral problems.

d. Sick leave will be granted to employees for the purpose of treatment the same as provided to other employees who are sick. Official time will be granted to employees in the program to attend on-post meetings/counseling during duty hours.

e. The supervisor will encourage employees of the bargaining unit who feel that they may be suffering from emotional-behavioral problems, alcoholism, or drug abuse to voluntarily seek counseling and information from the Human Resources Program personnel. The earlier that an employee's problems relating to alcoholism, drug abuse, or emotional-behavioral problems can be identified, the more favorable are the employee's chances for a satisfactory solution to the problems.

f. When a supervisor, through daily job contact observes that an employee is experiencing difficulties in maintaining his job performance, he will discuss the apparent difficulties with employee. If the employee is unable to correct his job performance difficulties through his own efforts, the supervisor will arrange to offer the employee confidential assistance and services that are available.

g. The focus on corrective interviews by supervisors is restricted to the issue of job performance. Opinions or judgments on employees with alcoholism, medical-behavioral problems, or drug use are prohibited. It must be re-emphasized that all referrals by supervisors must be made on an objective and factual bases.

h. Employees who agreed to counseling, medical treatment, rehabilitation treatment, etc., shall not be subject to disciplinary and/or adverse actions for a maximum of 90 days so long as they remain in the program and are sincerely trying to be cured.

i. Family members of employees who have agreed to counseling, medical treatment, rehabilitation treatment, etc., shall receive guidance, counseling, etc., to aid them in coping and understanding the employee in the treatment and recovery process. These services will be provided at the Employer's expense.

j. If an employee accepts help from the Human Resources Program for treatment of alcoholism, drug abuse, or emotional-behavioral problems, he/she will receive counseling and be referred to community resources or facilities for appropriate assistance.

k. In the event that the Employer determines that an employee should seek help from the Human Resources Program, the employee will be notified that he/she may have Union representation if he/she so desires.

l. The Employer's Human Resources Officer will periodically meet with Union representatives for the purpose of discussing methods for reaching bargaining unit members needing assistance.

See below m. The Human Resources Officer will also meet with the Union and negotiate on any personnel policies and practices affecting conditions of employment with this program. The Union has the right to review any Bargaining Unit Case file in connection with a Grievance provided the Union is representing the employee.

n. Management will insure that all employees are given the opportunity to participate in the required activities of the Human Resources Program.

ARTICLE 11

HOURS OF WORK AND BASIC WORK WEEK

Section 1 Basic Tour of Duty

The normal basic tour of duty will consist of five consecutive eight-hour days, 0800 to 1630 hours, Monday through Friday, less 30 minutes for lunch period each day. A period of seven consecutive days beginning at 0001 hours on Sunday and ending at 2400 hours the following Saturday constitutes a normal administrative work week.

* The underlined portion of Article 10, paragraph m. above was disapproved during the agency's post-audit review. The post-audit review conducted as required by Public Law 95-454, determined the underlined portion to be in conflict with Federal Personnel Manual Supplement 792-2.55.

At the time this Agreement was forwarded for printing, the above disapproved portion was not resolved. Supervisors should contact the Management Employee Relations Division, Civilian Personnel Office, phone No. 876-8304, prior to interpreting and applying the above underlined portion.

Section 2 Changes in Tour of Duty and Administrative Work Week

Changes in the prescribed basic regular tour of duty or normal administrative work week for specified individuals or for special groups of employees may be approved by the Commander, or the Commander's representative. The delegation by the Commander to his representative must be placed in writing prior to becoming effective.

Section 3 Coverage

Tours of duty will cover a minimum of 40 hours per administrative work week for all full time employees, except for fire fighters and other employees whose appointments are less than 40 hours per administrative work week.

Section 4 Exceptions

All tours of duty will be established at least two weeks in advance, announced in writing, and continued for a period of at least two pay periods. The Commander or his designated representative may make exceptions to this requirement when unusual circumstances preclude compliance. Exception> will not be made for the purpose of avoiding payment of overtime, night differential, or holiday pay.

Section 5 Clean Up Time

Each major organizational element will, where necessary, determine and allot a reasonable amount of time sufficient for clean up and storage of work tools and equipment and personal hygiene. No across-the-board clean up time will be established. In those instances where it has been clearly established that clean up is required, 15 minutes is considered reasonable time; however, time required and allotted may vary depending on work areas and conditions.

Section 6 Break Periods

Break periods not to exceed 15 minutes during each four hours worked will be granted within the individual organizations for Bargaining Unit employees. When break periods are staggered to increase productivity or provide workload coverage, the breaks will be taken by seniority.

Section 7 Lunch Periods

a. Lunch periods of 30 minutes duration will be granted to Bargaining Unit employees that do not work shifts no later than immediately after four and one-half hours from the beginning of the tour of duty. Employees that work in the skill and craft areas (carpenters, painters, plumbers, etc.) will be allowed to take lunch periods at the work station.

b. Lunch periods not to exceed 20 minutes duration will be granted to Bargaining Unit employees that work eight-hour shifts no later than immediately after four and one-half hours from the beginning of the shift.

ARTICLE 12

FLEXITOUR

Section 1 Description of Flexitour

a. The flexitour concept allows employees to select a starting time from within the established morning flexible time band and once selected this time becomes the participant's assigned working schedule.

b. The core time and flexible workhour parameters are as follows:

0630	0900	1500	1730
<hr/>			
COKE TIME			
(Includes 30 min lunch period)			
Flexible hours			Flexible hours

Section 2 Definitions

a. Basic tour of duty: The basic tour of duty will normally consist of five consecutive 8-hour days, 0800 to 1630 hours, Monday thru Friday, less one-half hour for lunch.

b. Flexitour tour of duty: The flexitour tour of duty is defined as a working schedule of five working days of eight and one-half consecutive hours including one-half hour for lunch, which consists of six hours of core time from 0900 hours to 1500 hours and two and one-half hours of flexible time between 0630 and 0900 hours and 1500 to 1730 hours.

Section 3 General Provisions

a. Each director, project manager, or office chief is responsible for the administration of flexitour within his/her organization subject to the requirements and procedures herein.

b. Authority to change working schedules within the flexitour tour of duty is delegated to each participant's immediate supervisor. The flexible workhour parameters, as indicated above, must be between the hours of 0630 and 1730 hours. The latest time any employee will be allowed to select to report for work is 0900 hours. It is mandatory that all employees work an 8 1/2 hour day (less one-half hour for lunch), 5-day week. An employee is not allowed, for example, to work in excess of eight hours in one day in order to shorten the next workday or to shorten the workweek to less than five days.

c. All Bargaining Unit Employees will be allowed to participate in the Flexitour Program except those employees or groups of employees identified by the director, project manager, or other primary organizational element chiefs who, based on current workload or mission requirements, may be excluded from participation. In such cases, an explanation of the reasons for exclusion must be provided the Union and affected employees in writing.

d. Employees will select a starting and ending time and once selected these times will become the participant's assigned flexitour working schedule. The employee may later effect a permanent change in his flexitour working schedule by submitting a written request to the immediate supervisor at least two weeks in advance.

e. Employees may request a temporary change in their flexitour working schedule from their immediate supervisor. Such requests should be made as far in advance as possible but at least one day

in advance. Approval or disapproval of such requests will be based upon workload and mission requirements.

J: Supervisors have the authority to require employees to revert to the basic tour of duty subject to the concurrence of the director, project manager, or office chief when workload or mission requirements necessitate their presence. Employees will be notified as far in advance as possible (two weeks) and he provided the reasons for such change. However, when circumstances related to workload or mission requirements warrant, employees may be temporarily returned to the basic tour of duty with a less than 2-week notice by the immediate supervisor.

g. Employees who are in an official training status, attending conferences, or in a travel status are not covered by flexitour. The working hours conforming to the agenda for the training course or conference (assuming an 8-hour day) will apply.

h. In cases where several employees' choices conflict with the needs of management, every effort will be made to arrange a schedule which is satisfactory to all employees involved. In the event that no satisfactory agreement can be reached, the employee with the most seniority, as defined in Article 18, will have first choice in selecting a starting time.

i. All policies and regulations governing the scheduling and use of compensatory time, overtime, and leave remain in effect. Advance approval of overtime and compensatory time is still required. Flexitour shall not be used to avoid payment of overtime if otherwise authorized.

j. Requirements and procedures for maintaining and certifying Time and Attendance (T&A) cards remain unchanged. These procedures are outlined in MICOM Regulation 37-32.

ARTICLE 13

LEAVE

Section 1 Annual Leave

a. Employees shall earn annual leave in accordance with applicable laws. Accrual of annual leave is a right of the employee and its accrual may not be denied. The taking of annual leave is also a right of the employee, subject to leave being scheduled in accordance with work requirements. Every reasonable attempt will be made to satisfy the desire of employees with respect to approving annual and emergency leave. The number of employees to be granted annual leave during holiday periods will be based upon the supervisor's estimate of workload and/or operational requirements.

b. When the Employer finds it necessary to cancel previously approved leave, the reasons for such action when requested will be furnished in writing to the affected employee.

c. The Employer will assure that employees have an opportunity to schedule planned vacation periods in advance. Annual leave requests will be submitted for approval during the first 90 days of each calendar year. Schedules will be prepared within 30 days thereafter. Subject to the provisions of Section 1a as related to work requirements, any employee conflicts concerning requested dates that occur during the 90-day time frame will be settled on the basis of seniority unless an informal settlement is mutually agreed upon by the supervisor and the employees concerned. Seniority will not be used as a factor for granting approval of requested vacation leave after the first 90 days of any calendar year. Employees who have not submitted requests for specific dates, or who wish to change approved dates after the 90-day period, may not exercise the right of seniority.

d. Upon written request by the employee and reasonable justification to the Employer, annual leave accruals which will be earned during the balance of the leave year may be credited to the employee's leave account.

e. Where unforeseen emergencies arise requiring the use of annual leave not previously approved, approval of the use of annual leave may not be presumed by the employee. Except where circumstances beyond the control of the employee do not permit, the employee must contact his/her supervisor or the supervisor's designated representative during the first half of the assigned tour of duty and request approval of the use of annual leave. However, employees who occupy positions providing security, fire protection, utilities services, computer support, and military operations, may be required by policy of the major organization in which employed to notify their supervisor of the need for emergency annual leave at least one hour prior to shift changes.

f. If the Employer shuts down the activity for vacation purposes, reasonable efforts will be made to provide work for employees who do not have annual leave credits.

Section 2 Sick Leave

a. Normally, absences will require the personal certification of the employee that he/she was incapacitated for duty. When a supervisor has valid proof/reasons (leave record) to believe that sick leave is being abused, the employee may be required to submit a doctor's certification as to his/her incapacity for any period of absence. The supervisor will document this requirement in writing to the employee, stating factual reasons therefor. In no case will the letter be in affect for more than six months. Normally, absences in excess of three working days must be supported by a doctor's certificate stating that the employee was under a doctor's care and incapacitated for duty. The certificate or other evidence of incapacity must be submitted to the employee's supervisor upon return to duty.

b. Employees who occupy positions such as providing security, fire protection, computer support, and utilities services, may be required to notify the office of their supervisor or his/her designated representative of their need for emergency sick leave at least one hour prior to their tour of duty. Employees who are absent because of illness and whose emergency leave does not come under the policy allowed above will notify their supervisor or his/her designated representative during the first four hours of the assigned tour of duty. The employee will obtain approval for the use of emergency sick leave from his/her supervisor or his/her designated representative, except where circumstances beyond the control of the employee does not permit. In all cases, the employee will notify the supervisor or his/her designated representative when he/she is expected to return to work.

Section 3 Military Leave

Military leave for training purposes is limited to a maximum of 15 calendar days during each year, regardless of the number of training periods in the year, and whether taken intermittently, a day at a time, or all at one time. Such grant of military leave will be granted in accordance with appropriate Civilian Personnel Regulations and appropriate laws.

Section 4 Voting and Registration Leave

a. The Employer agrees that employees will be excused to vote or register in national, state, and local elections or referendums for periods of time that may be necessary to insure them an opportunity to vote on an election day in accordance with the Department of the Army regulations. The Employer and Union agree that, as a general rule, where the polls are not open for a national, state, local election or referendum, at least three hours, either before or after an employee's regular hours of work, the employee may be granted an amount of excused leave which will permit him to report to work three hours after the polls open or leave work three hours before the polls close, whichever requires the lesser amount of time off.

b. In the event of exceptional circumstances where the general rule as described in paragraph a above does not allow an employee sufficient time to vote, such employee may be excused for such additional time as may be needed to enable him/her to vote, depending upon the particular circumstances involved in his/her particular case, but such time shall not exceed a full day.

c. Should an employee's voting place be located beyond a 40-mile radius or when absentee ballot is not permitted or requires the voter to personally appear to obtain and/or cast such absentee ballot on other than non-workdays, such employee may be granted sufficient time off in order to be able to make the trip to the voting place to cast his ballot. The Employer agrees to observe a liberal policy in granting the necessary leave for this purpose. However, an employee's time off for this purpose in excess of one day shall be charged to annual leave and if annual leave is exhausted, then to leave without pay.

d. The Employer further agrees that for an employee who votes in a jurisdiction which requires registration in person, such employees may be granted time off to register on substantially the same basis as for voting, except that no such time off shall be granted if the employee can register on a non-workday and the place of registration is within a reasonable 1-day round trip travel distance of the employee's place of residence.

ARTICLE 14

BLOOD LEAVE

Four hours of administrative leave in addition to travel time to and from the place of donation shall be authorized by the Employer for each bargaining unit employee, each time that the employee participates in authorized blood programs. To qualify, the employee must contribute blood. The four hours of administrative leave, if taken, must be taken on the day of giving blood. Employees who are not accepted to give blood must return to work or request appropriate leave from their supervisor.

ARTICLE 15

MATERNITY LEAVE

Any female employee may be granted sick leave, annual leave, or leave without pay in accordance with regulations for purposes of pregnancy or child bearing. A female employee may use available sick leave to cover the time required for physical examinations and periods of incapacitation due to pregnancy. Male employees may be granted annual leave or leave without pay for paternity purposes.

ARTICLE 16

OVERTIME

a. The Employer reserves the right to assign overtime. The assignment of overtime will be based upon mission and workload requirements and on factors which are reasonable and equitable. Individual employees will not be forced to work overtime against their expressed desires so long as full requirements can reasonably be met by other Bargaining Unit employees. Should all Bargaining Unit employees decline available overtime in the affected unit, the overtime may be worked by non-bargaining unit members or supervisors.

b. The Employer will take into consideration any anticipated overtime when making work assignments and make such assignments so as to distribute overtime as equitable as possible among employees in

the same job description and in the same organizational unit where the overtime is to be worked. An overtime list shall be maintained by the supervisor and will be made available for review on the request of an employee or a Union official. The overtime list will be followed in all areas that operate in a productive environment. (For example. carpenters, painters, plumbers, and other crafts).

c. The Employer reserves the right to decide whether or not full requirements can be met by available employees. If full requirements cannot be met by employees who volunteer to work overtime, the Employer shall direct individual employees to work as required in accordance with the overtime list.

d. With regard to overtime work, the Employer agrees that supervisors and employees not covered by this Agreement shall not be assigned to perform the duties as outlined in the job descriptions of the organizational unit employees, provided a qualified organizational unit employee is available to perform overtime work.

ARTICLE 17

SHIFT OPERATIONS

Section 1 General

a. Shift operations will be established in accordance with the Employer requirements necessary for insuring efficient and economical operations while accomplishing the assigned mission. The Employer will determine the number of personnel to be assigned to each shift. The Employer's designated representative will consult with the Union prior to establishment of or making changes to shift operations

Section 2 Definitions

a. Fixed Shift: The term "fixed shift" is used when a function must continue to be performed during two or more 8-hour segments for 16 work hours of a 24-hour day for an indefinite period of time for the purpose of accomplishing mission requirements.

b. Seniority: Continuous length of service in the job number at the current grade in the lowest official organizational element as shown on the Table of Distribution and Allowances. The length of continuous service will be determined from the effective date shown on the assignment by SF 50. Length of continuous service in the lowest organizational element will include all of the time spent in like predecessor organizations that were abolished in order to form a new and similar organization. Absence due to military service in the past and provided the employee made application and was reemployed after military service, as prescribed by appropriate regulations, is included as continuous service time. In determining seniority, the order of priority shall be considered in this order:

- (1) Career and Excepted (three years or more).
- (2) Career Conditional and Excepted (less than three years).
- (3) Permanent Part Time.
- (4) Temporary.

Section 3 Fixed Shift Assignments Procedure

a. Selection of shifts will be made when the Employer establishes a fixed shift operation, increases or decreases personnel on a given fixed shift, or fills a vacancy on an established fixed shift.

Employees within the affected organizational element will have preference for assignment, based on service in accordance with seniority as defined in this Article provided employees are in the same position, title, grade, and job number.

b. An employee from another organization that is assigned to an existing organization does not carry his seniority with him if he is reassigned.

c. If an employee desires to change to another shift for justifiable reasons, all employees that will be affected must agree to the change, otherwise changes will be made in accordance with this article

d. When a vacancy within a grade, job number, and affected organization occurs on a fixed shift, employees in that grade and job number will compete for the fixed shift vacancy based on seniority. If the fixed shift vacancy is not filled after the above procedure has been applied, and the requirement still exists for filling the fixed shift vacancy from employees within the affected organizations, the vacancy may be filled by the junior member on the seniority list for that organization.

e. Seniority ties will be broken in the following manner:

- (1) Time in current job title and current grade in the lowest organizational element.
- (2) Time in previous grades that were held in the current job title in the lowest organizational element.
- (3) Time in previous grades that were held in the lowest organizational element
- (4) Time in present command to include time in predecessor organizations.
- (5) Oldest employee if hired on the same day.

*See below f. The Employer reserves the right to place employees on selected fixed shifts for limited periods of training. Newly-hired or newly-assigned employees may be placed on selected fixed shifts for orientation and training for a period not to exceed 30 work days.

g. Union officials, elected or appointed, will have top seniority for shift preferences.

ARTICLE 18

NON-SHIFT SENIORITY

a. In all cases where seniority is used in this Agreement, except for shifts (Article 17), the following definition will apply:

Seniority is defined as an employee's time in the Bargaining Unit. When employees have the same amount of time in the Bargaining Unit, ties will be broken by:

- (1) Time in the Command
- (2) Service Computation Date
- (3) The Oldest Employee

b. Union officials, elected or appointed, will have top seniority in all cases where seniority is used.

*The underlined portion of Article 17, Section 3, paragraph f above was disapproved during the agency's post-audit review. The post audit review, conducted as required by Public Law 95-454, determined the underlined portion to interfere with management's right to assign work and direct employees which is protected by 5 USC Section 7106(a)(2)(A) and (B).

At the time this Agreement was forwarded for printing, the above disapproved portion was not resolved. Supervisors should contact the Management Relations Division, Civilian Personnel Office, phone No. 876-8304, prior to interpreting and applying the above underlined portion.

ARTICLE 19

SAFETY

a. The Employer will provide a safe and healthful work place that complies with applicable laws and regulations relating to the Safety and Health of all employees. All employees, supervisors, and management officials are responsible for prompt reporting of observed unsafe conditions.

b. The Employer agrees to compile and maintain a record of all known accidents and reported possible causes of potential accidents.

c. The Employer and the Union agree that one employee, from the organization affected, recommended by the Union, will be appointed to membership on each formal organizational Safety Committee. The Employer and the Union further agree that one qualified employee, recommended by the Union, will be appointed membership on the MICOM Central Safety Board. The Union agrees to support fully and promote the principles and regulations of the Installation Safety Program through their communications media and will cooperate with the Employer in specific safety campaigns. The Employer agrees that the MICOM Central Safety Board members will be given the opportunity to attend organized Safety Training at least once each year.

d. The Employer agrees to supply and maintain fire extinguishers in all organizations in accordance with pertinent governing and controlling regulations and standards. All employees are responsible for assuring that fire extinguishers are not tampered with and that clothing, lunch boxes, or other foreign material are kept away from the fire extinguishers,

e. When necessary and required, protective devices, meeting DA specifications or standards, shall be furnished by the Employer and used by the employees.

f. An employee or group of employees will not be required to work under conditions not described in their job descriptions which are unsafe or unhealthy beyond those inherent hazards which cannot be eliminated by standard or developed safety practice and procedures.

g. No employee shall be required to work alone without periodic checks being made by designated personnel. A minimum of one check for each 4-hour period shall be made.

h. No employee, other than qualified maintenance personnel, shall be required to perform repair work on or about moving or operating machines while in motion or operation. This does not preclude the normal or necessary adjustments to be made to machinery or equipment while in motion or operation. An employee will not be required to perform work which involves a known unsafe condition.

ARTICLE 20

TRAVEL

a. Travel requirements will be accomplished in accordance with appropriate laws and regulations.

b. The Employer will make copies of the Jomt Travel Regulations (JTR) available in each directorate/Project Management's administrative office and comparable organization for use by employees required to perform travel.

c. Within the Employer's right to assure efficiency of work force operations, to the maximum extent practicable, travel will be scheduled during duty hours. In the event a supervisor schedules an

employee to travel in other than normal duty hours, he/she, upon the employee's request, will furnish the employee in writing the reasons for necessity of such a schedule.

d. When requested by the employee, the Employer agrees to advance funds up to the maximum authorized. On extended TDY, the employee will be authorized to draw per diem through termination of the TDY assignment.

e. Costs of transportation, arrival and departure times for Private Owned Vehicle (POV) travel will be determined in accordance with the JTR.

f. It is the Employer's responsibility to make a determination at the time travel orders are prepared whether travel by POV is to the advantage of the Government.

g. Time in a travel status away from the official duty station is not "hours of work" unless the travel:

- (1) involves the performance of work while traveling,
- (2) is incident to travel that involves the performance of work while traveling,
- (3) is carried out under arduous conditions, or
- (4) results from an event which could not be scheduled or controlled administratively.

Any pay due an employee for time in a travel status in connection with any one of the four conditions listed above, will be paid on the same basis as if the employee were at his normal work site.

h. When disputes arise concerning the disallowance of a travel claim, the employee and his representative will discuss the matter with the travel requesting official. If no settlement is reached at this level, the employee and his/her representative may contact the travel pay office for resolution, guidance, or further processing to higher authority.

i. If the employee chooses to convert advanced travel cash to travelers checks for TDY assignments, the Employer will reimburse the employee for the service charge as provided for in appropriate regulations.

j. In the event that an employee is not authorized a GSA or commercial rental vehicle while on TDY, all bus, limousine, or taxi fares that are not used for personal business and are travel requirements related to Government business will be paid for by the Employer.

k. If requested by the employee, the Employer will advance the employee the maximum estimated travel allowance for the area to be visited. In addition, if the employee is authorized a rental vehicle, the Employer will advance the employee the maximum allowable amount.

l. Employees on Temporary Duty will not be required to utilize Government quarters when adequate quarters are not available at the TDY installation. The Installation Commander at the TDY installation will be the final authority in determining whether quarters meet the prescribed common standards of adequacy. The following standards described in AR 210-16 are utilized by Installation Commanders in determining whether or not quarters are adequate for visitors:

- (1) Interior walls, ceilings, floors, and partitions — Rooms or open bays and bathroom facilities constructed and finished to provide light reflection and sound absorption.

(2) Living areas and bathroom facilities -- Paint, varnish, or other finishes reasonably free from damage, scars, and/or marks.

(3) Floor covering -- in good repair or wood flooring properly finished.

(4) Window shades or venetian blinds and window screens -- In good repair.

(5) Electrical outlets -- Sufficient number to accommodate lamps, radios, and other appliances authorized by the installation Commander.

(6) Locks and keys -- Sufficient number to insure security and for entrance to rooms.

(7) Furniture and equipment -- Consistent with available space and built-in features. Furnishings authorized for all visitor quarters are prescribed in CTA 50-919.

(8) Trash containers and adequate trash removal service -- Provided as required.

(9) Adequate number of pay and class C telephones -- When appropriate, furnish for occupant's use.

(10) Heating, air conditioning (when authorized), ventilation -- Provided to the extent necessary to maintain proper health standards and to insure efficient use of energy.

m. When a Certificate of Non-Availability is obtained by this Command for the employee, the employee will be allowed to get advanced per diem and select lodgings of his/her choice.

n. If an employee, upon arrival at an installation with Government quarters, finds that the quarters do not meet the requirements specified in AR 210-16, he/she may contact the Commander's representative at the TDY site and request a Certificate of Non-Availability. If a Certificate of Non-Availability is obtained, the employee may notify the order issuing authority and request authorization to use full travel and per diem expenses.

ARTICLE 21

HEALTH PLANS

Each employee of the Bargaining Unit will be advised in writing at least once a year, by the Employer, of all available Health Plans. The Employer will distribute Health brochures, after notification that an open season or change to the plan is anticipated. The Employer will refer any questions on the AFGE plan to the Union in a timely manner. Representatives of available Health Plans will be allowed access to the Arsenal and furnished office space at least one time a year to explain the Health Plan to interested employees and to answer questions. Space will be allocated in the Daily Bulletin to announce these visits.

ARTICLE 22

FITNESS FOR DUTY PHYSICALS

a. Employees required to submit to fitness for duty physical examinations shall be informed of their options in accordance with appropriate regulations. The requirement will be furnished to the employee in writing and a reasonable time will be arranged for the examination, **but** not less than five work days prior to the notification. This Article does not pertain to emergency situations or accidents.

b. Any fitness for duty examination (physical and/or psychiatric) will be conducted in accordance with applicable laws and non-negotiable regulations.

ARTICLE 23

WORKER'S COMPENSATION

a. The Federal Employees Compensation Act (FECA) provides for benefits to employees of the Command who are injured, become ill, or die as a consequence of their employment. Such benefits are available to Bargaining Unit members and shall constitute the remedy for work-related injury or disease for Command employees.

b. The Civilian Personnel Office is responsible for coordinating the FECA program and for ensuring that employees are aware of benefits to which they are entitled. The Installation Commander representing the Medical, Safety, and Inspector General's Offices shall have the responsibility for processing and investigating claims under the compensation program. In cases of dire financial need when the employee has been in a non-pay status, the Commander or his representative shall contact the Office of Worker's Compensation Program (OWCP) to expedite the claim.

c. When there is an on-the-job injury, the injured employee should obtain medical attention as soon as possible. An injured employee shall report every injury to the supervisor.

d. The injured employee or a person acting for him/her shall complete the required injury forms and give them to the immediate supervisor. The employee must supply specific details concerning the injury. The supervisor will fill out the necessary forms and forward to the appropriate organization in a timely manner.

e. If any employee feels he or she has not received fair treatment regarding an on-the-job injury or occupational disease, it may be reported to the Compensation Claims Office.

f. The Union may assist an employee with Compensation Claims at the employee's request.

g. The Employer will insure that all members of the Bargaining Unit are made aware of their rights covering Worker's Compensation.

h. The Employer will provide the Union with the name of a contact point who may be contacted by an employee in the Bargaining Unit to provide information and assistance in processing an injury claim which the employee has filed. The name of the designee shall be provided to the Union within 30 days after the effective date of this agreement. The designation will be kept current.

i. When a representative of the Union is authorized by the employee to represent him or her in a Compensation Claim, the representative shall be afforded cooperation by the Civilian Personnel Office, medical officials, Safety Officers, and the supervisors involved. Further, when a Union representative is required to attend a compensation hearing that is held by the Labor Department and that hearing is more than 35 miles from the Command, he or she shall be carried in a duty status for that period of time. The official amount of time during a calendar year will not exceed 32 hours.

ARTICLE 24

MERIT PLACEMENT AND PROMOTION PROGRAM

Section 1 General

a. Labor organizations have a legitimate interest, right, and obligation to participate in the development and revision of the Merit Placement and Promotion Program. The Employer will consult or negotiate, as appropriate, with the Union on all merit promotion and merit. placement policies to be implemented in the future which will affect the provisions of this Article.

b. All position vacancies within the Bargaining Unit to be filled under competitive procedures will be announced under the local Merit Promotion Program prior to rating, ranking, and selection of an individual to fill the vacancy. Position Vacancy Announcements will be consistent in format with regulations, and announced time elements will be observed. Position Vacancy Announcements will remain open for a minimum period of seven work days prior to the closing date for filling applications, or, if the announcement is to remain open for an indefinite period, the cutoff date for consideration for a specific vacancy will not be sooner than seven work days after the opening date of the announcement.

c. Position Vacancy Announcements will be posted in the area of consideration and remain posted for at least seven work days for acceptance of applications.

d. Position Vacancy Announcements will include, as a minimum, the following:

(1) The “minimum standards for eligibility” which may not exceed the minimum qualifications standards established or approved by the Office of Personnel Management.

(2) The complete qualifications standards or requirements for rating as “highly qualified.”

(3) Any unusual factors, including tours of duty, working conditions, or tasks not common to the occupation, series and/or grade, etc.

(4) Sufficient information for the employee to understand the area of consideration.

(5) Duties of the job to be filled.

(6) Evaluation methods to be used.

(7) What an employee must do in order to apply.

(8) Statement on Equal Employment Opportunity.

(9) If the position being filled is one with known promotion potential, and subsequent career promotions from it are permissible, this fact will be stated in the announcement.

(10) The location of position(s) to be filled.

e. The Union will be provided a copy of each Position Vacancy Announcement covering positions in the Bargaining Unit. In addition, when such announcement(s) is canceled or withdrawn, the President of the Union will be notified in writing of the reasons for cancellation or withdrawal. Position Vacancy Announcements will be canceled or withdrawn only for valid reasons,

Section 2 Evaluation of Eligible Candidates to Identify Highly Qualified Candidates for Bargaining Unit Positions

a. Determination of highly qualified candidates will be made by evaluating candidates against the job related criteria in accordance with the preestablished crediting plan. When outside candidates are concurrently considered for vacancies within the Bargaining Unit, candidates certified from OPM registers or registers established under delegated examining authority will meet OPM qualification requirements.

b. The evaluation process will be accomplished by a rating group of subject matter specialists, management officials, or other designated individuals.

c. No member of the rating group shall rate any employee over whom he/she has immediate supervisory responsibility.

d. Raters will occupy positions which are at a grade level no lower than that of the position being filled and will be familiar with the kind and level of responsibilities involved. The employer agrees not to assign raters from the immediate organizational entity where the vacancy exists. When practicable, at least one member of the rating group will be at a grade level equal to the grade of the vacancy.

e. The approval of the rating group will be made by the Civilian Personnel Office and will be limited to personnel known to be:

- (1) competent in their line of work,
- (2) capable of rendering informative decisions pertinent to the relationship of employee qualifications to the duties and responsibilities of the position or occupational area, and
- (3) capable of making impartial decisions pertinent to all applicants.

f. The Union may nominate qualified Army civilian personnel to serve as observers of the rating and ranking of candidates accomplished by rating groups. Observers will occupy positions which are at a grade level no lower than that of the position being filled and will be familiar with the kind and level of responsibilities involved. Following completion of the rating and ranking of candidates, the Union observer will submit a written summary of his/her observations, conclusions, and recommendations to the Union President and Chief, Civilian Personnel Office within five working days. If the observer's summary indicates an irregularity, either the Union or the Employer may contact the other party. A mutual effort be made to resolve the questionable issue(s) prior to implementation of a finalized personnel action.

g. The approval of one observer for each rating group will be made by the Civilian Personnel Office and will be limited to personnel known to be:

- (1) competent in their line of work,
- (2) capable of making impartial observations pertinent to the application of prescribed procedures, and
- (3) having no vested interest in the position being filled.

The name of the observer, if any, must be received in the Civilian Personnel Office not later than 10 calendar days after the announcement closes.

h. A member of the Civilian Personnel Office may serve as a technical advisor to the raters and observers and will assure that they are trained in evaluation methods.

i. An employee is entitled to see any records or any supervisory appraisal of his/her past performance which was used or which may be used in the rating and ranking process under Merit Promotion procedures.

Section 3 Procedures

a. Any highly qualified candidate referred and not selected will, upon his/her written request, or upon the request of the Union, as his/her representative, be furnished the name of the candidate selected within 15 days of receipt of the request in the Civilian Personnel Office.

b. The Civilian Personnel Office representative(s) will advise employee candidates whether they met basic eligibility requirements and of the action taken on their application. Candidates may request, in writing, a review of an ineligible rating, within 10 days after notification, setting forth specific experience, education, training, self-development, etc., which the employee believes qualifies the employee for the position. Upon request, the employee's supervisor will discuss with the employee the areas, if any, where he/she should improve himself/herself to increase his/her chances for future promotion.

c. The Union President or his representative, upon request, will be allowed access to the complete Merit Promotion Selection data when a Bargaining Unit employee has asked the Union to represent him/her in a formal complaint. If requested in writing, a copy of the Merit Promotion Selection Roster will be furnished to the Union.

Section 4 Selection of Candidates

Vacancies subject to the Merit Promotion Program will be filled by selecting a candidate(s) whose name appears on the Selection and Referral List, unless the vacancy is filled by an authorized exception to competitive procedures, withdrawn, or canceled.

Section 5 Temporary Promotions

a. Temporary promotions limited to 120 days or less may be processed as an exception to competitive promotion procedures. Regular competitive promotions procedures must be used if after completing the period of service under temporary promotion an employee will have spent more than 120 days (prior service under details and previous temporary promotions included) in higher grade positions during the preceding one year. A series of temporary promotions will not be used to circumvent the intent of this Article.

b. Opportunities for temporary promotions in excess of 120 days will be announced under the Merit Promotion Program. Candidates will be evaluated and ranked under the same procedure as those for permanent promotion.

c. A temporary promotion is not appropriate primarily for training or evaluating an employee in a higher grade position. It will not be used, for example, to give an employee a trial period before permanent promotion, to decide among the candidates for permanent promotion, or to train an employee in higher grade duties.

Section 6 Voluntary Lateral Reassignments

a. Lateral reassignment is defined as the change of an employee from one position to another, without promotion or demotion.

b. Lateral reassignments to positions at the full performance level may be accomplished as exceptions to competitive merit promotion procedures. Applications for lateral reassignment or demotion under merit promotion vacancy announcements to nonpromotion potential positions will not be accepted for considerations.

c. Employees desiring lateral reassignment (excluding mandatory referral level positions) may submit written request to the Civilian Personnel Office, ATTN: DRSMI-JE, stating their present series, grade, job title, and organization; and the series, grade, job title, and organizations to which they desire reassignment. Requests for reassignment will not be accepted unless a period of six months has elapsed from the last position change. The "random number" referral method will be used to limit to a manageable number (normally 10 or less) those candidates referred for consideration.

d. The Civilian Personnel Office will assure that all qualified employees requesting such reassignment will be referred to, and considered by, selecting officials having vacancies comparable to that which is requested for one year following receipt of their request and registration in the program.

Section 7 Release of Employees

A selected candidate will normally be released to enter on duty in the new position not later than the beginning of the second pay period following the pay period in which the release date was requested by the Civilian Personnel Office representative. An earlier or later date may be arranged by mutual agreement between the officials of the gaining and losing organizations subject to operational requirements. Upon the employee's written request to the supervisor of the losing organization, said supervisor will furnish the employee, in writing, the reasons for the delay beyond the normal release date.

Section 8 Area of Consideration

a. The minimum area of consideration for a position filled under the Merit Promotion and Placement Program may vary depending on needs and employee availability. The minimum area of selection should provide at least one highly qualified candidate for promotion consideration. If at least one highly qualified candidate is not available, the area of consideration may be extended to include other Army employees eligible for promotion. Concurrent consideration will be undertaken in accordance with applicable regulations and may include consideration of reinstatement eligibles, applicants eligible for transfer from other Federal agencies, and persons within reach on appropriate Civil Service registers.

b. All voluntary applications (SF-171) of qualified Army employees outside the minimum area of consideration which have been dated and are on file in the Civilian Personnel Office prior to opening date of the vacancy announcement will be automatically considered for each promotion and promotion potential vacancy in the series and grade (position titles must be identified for 301 series) for which application is made. This consideration will be effective for 12 months after receipt of the application by the Civilian Personnel Office, unless the employee stipulates a shorter period.

Section 9 Corrective Actions

Failure to adhere strictly to all laws, regulations, and procedures related to the Merit Promotion and related Placement Program must be rectified promptly. Corrective action may involve the employee who was erroneously promoted, the employee or employees who were not promoted or considered because of the violation, or the persons who caused or sanctioned the violations. It also may involve correction of Merit Promotion Program deficiencies. The nature and extent of actions to be taken in any case have to be determined on the basis of all the facts in the case, with due regard to the circumstances surrounding the violation, to the equitable and legal rights of the parties concerned and to the interest of the Government.

The type of action that will be taken against persons responsible for a violation will be in accordance with

Section 10 Promotion After Failure to Receive Proper Consideration

a. If an employee fails to receive proper consideration in a competitive promotion action and corrective action did not include vacating the position, the employee may be given special consideration for an appropriate vacancy to make up for the consideration lost. He/she may be selected for the vacancy, in competition with others entitled to the same consideration, as an exception to competitive procedures.

b. In above cases where special consideration has been effected and no selection is made and the priority candidate is then certified to the selecting official as one of the highly qualified candidates under the competitive promotion procedures for the same position, the selecting official must state his/her reasons for the record.

Section 11 Promotion Review Committee

a. If the Union desires that a promotion action be reviewed, they will make a request which states the issues. Should acceptable reasons be provided by management concerning the specific issues, the parties may agree to forego a committee review. If not, a committee consisting of two members from the Civilian Personnel Office and two members from the Union will conduct the committee review. The request for review must be initiated within 10 work days after establishment of the best qualified list.

b. Following the review, the committee will report its findings to the Chief, Civilian Personnel Office for decision and appropriate action. The Union President, or his designated representative, will be advised of the results of the review, including a written summary of the committee report, and the action taken. The Chief, Civilian Personnel Office will review the committee's report with the Union President at his request.

ARTICLE 25

INVOLUNTARY REASSIGNMENTS

a. Involuntary reassignments may be necessary when needs of the Employer require non-rif related reassignments. In cases where specific expertise is required, Management will select from a qualified employee. In those cases where specific expertise is not required and a reassignment is necessary from among employees in the same position description number, the selection will be made based on the seniority article.

b. Employees selected for involuntary reassignments will be given a written notice of not less than 30 calendar days. This notice will be in writing and state the reasons for reassignment. The selected employee will be given an opportunity to reply orally or in writing within 15 calendar days after receipt of the reassignment notice.

ARTICLE 26

WITHIN GRADE INCREASES FOR CLASS ACT EMPLOYEES

u. Advancements in pay called "within grade" increases for Class Act employees whose performance is at an acceptable level of competence are provided for those employees who have met the prescribed length of service in grade (waiting period).

b. The supervisors will keep the employees currently advised of their performance. The determination as to whether an employee is or is not performing at an acceptable level will be based on the employee's performance during the waiting period.

c. Initial determinations will be made by the immediate supervisor responsible for recommending performance ratings.

d. If a determination has been made that an employee's performance is not at an acceptable level of competence, the supervisor will inform the employee in writing stating the reasons thereof. The written notice will be given to the employee 60 days prior to the proposed effective date of the within grade increase unless an administrative error has been made. If an administrative error has been made, the written notice will be given to the employee at that time. The employee will be given 60 days to improve his/her performance. In the event that the employee's performance is acceptable, the within grade increase will be granted on the date that it was originally due.

e. An employee who receives a negative determination may within 15 calendar days of receipt of the notice of negative determination submit a written request for reconsideration through supervisory channels to the appropriate Commander, Attention: Civilian Personnel Office. The employee has a right to select a representative of his/her choice.

(1) The employee's written request must include:

(a) The employee's name and organization.

(b) The reasons why he/she believes the decision should be reconsidered.

(c) Whether or not he/she desires an investigator be appointed.

(2) If the employee has requested an investigator, the Civilian Personnel Office will, within seven work days after receipt of the request, furnish the employee a list of three investigators from which he/she will select one. Selection of an investigator by the employee shall be accomplished within three work days after receipt of the list from the Civilian Personnel Office. The Civilian Personnel Office shall then officially designate the investigator selected and provide him the reconsideration file.

(3) The investigator shall immediately upon receipt of the reconsideration file initiate an investigation of the case. When considered appropriate by the investigator, the investigation may include an informal hearing. However, if the employee requests the opportunity to orally present the reasons he/she believes the decision should be reconsidered, the investigator will make the necessary arrangements to hear the employee's oral presentation and prepare a written summary thereof as part of his/her report of investigation. The investigator will complete his/her investigation and furnish his/her report to the appropriate Commander within 15 work days after receipt of the reconsideration file.

(4) The appropriate Commander will issue a decision to the employee within 15 work days after receipt of the investigator's report. A copy of the investigator's report will be provided the employee and his/her representative.

(5) If the employee has not requested the appointment of an investigator, the Commander will render a decision within 15 calendar days after receipt of the request for reconsideration. If the Commander's decision sustains the original negative determination, the notice of decision will inform the employee of his/her right to appeal that decision to the Merit Systems Protection Board and of the time limits within which he/she may file his/her appeal.

ARTICLE 27

TEMPORARY AND PROBATIONARY EMPLOYEES

Section 1 Temporary Employees

- a.* This Section applies to temporary employees whose appointments are for more than six (6) months. Such employees are in the Bargaining Unit.
- b.* Barring exceptional circumstances beyond management's control, temporary employees in the Bargaining Unit will be given not less than seven (7) days notice of the termination of their appointment.
- c.* Temporary employees will be provided a copy of their official position description and be briefed on the conditions of employment upon entrance on duty.
- d.* Temporary employees shall not be used to circumvent the merit promotion procedure.

Section 2 Probationary Employees

- a.* The Employer agrees to provide probationary employees a reasonable and fair opportunity to perform their duties in a satisfactory manner.
- b.* The Employer agrees to evaluate the performance of probationary employees during the probationary period and to counsel with the employee concerning performance deficiencies. The Employer shall give the employees the results of any interim review.
- c.* Probationary employees will be given at least seven (7) days notice of their separation.
- d.* Probationary employees have the right to Union representation.

ARTICLE 28

PART-TIME EMPLOYMENT

- a.* The Employer reserves the right to establish part-time positions for the purpose of providing employment opportunities to more employees. When part-time positions are arbitrarily established, all employees will be given the opportunity to compete for these positions.
- b.* In cases where a full-time employee wishes to convert to a part-time position, he/she will make such request to their supervisor. The Employer will make a good faith effort to accommodate the Employee's request. If an employee is assigned to a full-time position that is converted to a part-time position, the employee will be given the opportunity to convert to the new part-time position without competition.
- c.* Conversion from a full-time to part-time employee and the reverse can only be made with the Employee's written request and management approval.
- d.* Employees who accept or convert to part-time positions have no guarantee of full-time employment; however, management will make good faith efforts to accommodate the Employee's request.

c. An employee who is not allowed to convert to a part-time position will be notified in writing of the reason for non-selection.

ARTICLE 29

COMPETITIVE AREA

The Employer agrees to retain the current competitive areas for the length of this agreement. These competitive areas will not prohibit placement of Bargaining Unit employees adversely affected by reduction-in-force in all competitive areas covered by this agreement. The Employer also agrees that all repromotion eligibles will be entitled to referral across competitive area lines. Such actions will take place before any competitive promotion procedures are employed. The service computation date will be used in all areas covered by this Article.

ARTICLE 30

COMPETITIVE LEVEL

a. Jobs so similar in all important aspects that the employees can be readily moved from one job to another without significant training and without unduly interrupting the work program will be placed in the same competitive level. Employees will be informed of their initial competitive level and of subsequent changes, upon request.

b. When requested by an Employee to his/her supervisor, the Employer will grant a competitive level review if the Employee feels his competitive level assignment is improper. If the question is not satisfactorily resolved, the Employee may request Union representation.

ARTICLE 31

REDUCTION IN FORCE AND TRANSFER OF FUNCTION

a. It is agreed that the Employer will notify the Union at least 120 calendar days in advance of an anticipated reduction-in-force or transfer of function, if it is possible to do so. The Employer will also provide the following information:

- (1) An explanation of the requirement for the RIF or transfer of function.
- (2) The approximate number of employees who may be affected initially.
- (3) The competitive levels that may be involved initially.
- (4) The anticipated effective date the action will be taken.

b. The Union will notify the Employer within 15 days whether they wish to negotiate the impact of a reduction-in-force or transfer of function.

c. Upon timely request from the Union, the parties shall meet and negotiate within 30 calendar days of the request. Such negotiations will not impede or negate the management right to implement the RIF or transfer of function.

d. The Employer and the Union agree to retain the current competitive areas for the term of this agreement. These competitive areas will not serve to prohibit placement of Bargaining Unit employees adversely affected by reduction-in-force in all competitive areas referenced above. The parties also agree that all repromotion eligibles shall be entitled to referral across competitive area lines. The parties also agree that any such placements will take place before any competitive promotion procedures are employed. The service computation date will be used in all areas covered by this Article.

e. Retention registers for the Bargaining Unit will be provided within three months after the effective date of this Agreement and changes will be provided on a quarterly basis.

f. The name of any career or career-conditional employee who is separated by reduction-in-force action shall be placed on the Re-employment Priority List in accordance with appropriate regulations unless the employee desires otherwise. Employees who notify the Employer at the time of separation that temporary employment will be accepted will be considered for positions for which qualified on a temporary basis prior to considering lower category candidates. Acceptance of a temporary position by the employee on the Re-employment Priority List will not affect eligibility for re-employment in a permanent position.

ARTICLE 32

POSITION CLASSIFICATION STANDARDS

a. The Employer agrees to send to the Union all proposed new or changed classification Standards which are referred by higher headquarters to the Employer for comments. The Union will have the opportunity to review such proposed classification Standards and provide written comments to the Employer in a timely manner.

b. The Employer will forward the Union's comments to the higher headquarters from which the proposed standards were received. The Employer shall inform the Union in writing of the disposition of the proposed change.

ARTICLE 33

JOB DESCRIPTIONS

a. Job descriptions will be written based upon the duties and responsibilities assigned to positions. All positions with identical assigned duties will be covered by the same job description.

b. Copies of job descriptions shall be distributed to the employees upon completion of official personnel actions by organizational survey or individual action affecting the employee's duty assignment. The employee upon request will be furnished an evaluation statement, when available, by his immediate supervisor.

c. When the term "other duties as assigned" is used in a job description, the term is understood to mean tasks which are normally related to the position and which are of an incidental nature. This term includes assignment of additional, or incidental duties to employees in extreme circumstances when declared only by the Commander.

ARTICLE 34

JOB CLASSIFICATION

- a. The Employer will establish positions that are in consonance with **mission requirements**.
- b. Any employee in the Bargaining Unit who believes that his/her position is improperly classified will first consult with his/her supervisor for information as to the basis for the classification of his/her position. If the employee is not satisfied with the explanation received, the supervisor will request consultation by a classification specialist of the Civilian Personnel Office with the employee and the supervisor in an effort to resolve the employee's dissatisfaction informally.
- c. In the event that the employee's dissatisfaction concerning **the** classification of his/her position cannot be informally resolved, he/she will be informed by the supervisor as to the appeal channels that are available to him/her as prescribed by classification appeal regulation⁷ and procedures. ~~He/she may~~ designate a representative of his/her choosing.
- d. When a determination has been made by the Employer to change the grade of a filled position to a lower grade in a classification action, the Union President will be notified prior to final implementation.

ARTICLE 35

TABLES OF DISTRIBUTION AND ALLOWANCES

- a. A copy of unit current operating Tables of Distribution affecting civilian employees will be provided the Union President each six months or upon request to the Commander.
- b. Modified **and/or proposed** Tables of Distribution and changes thereto with significant impact on the Bargaining Unit because of reorganization will not be implemented without prior discussion with the Union President.
- c. Tables of Distribution provide a record of management decisions regarding manpower allocations, organization structure, position structure, and Army management structure codes and will not be used to contravene the rights of employees in the application of RIF procedures, demotions, and involuntary reassignments.
- (f. The Tables of Distribution/Modified Tables of Distribution does not serve as a determinant of whether a position is officially established for any purpose, including entitlement to an individual employee, nor does the Tables of Distribution/Modified Tables of Distribution constitute official approval of pay category, title, series, or grade.

ARTICLE 36

LOCALITY WAGE SURVEY

- a. 'The Employer agrees to inform the Union when notification of a wage survey is received from higher authority.

b. The Employer agrees that excused absences will be granted to Union data collectors for training by the Union. The total time granted to Union data collectors for this training shall not exceed 16 hours in any 12-month period. This is exclusive of excused absence otherwise provided for in other articles.

c. The Employer agrees that up to four hours of administrative leave shall be granted to two employees selected by the Union to testify or provide information concerning the wage survey. The name of the selected employee shall be submitted in writing to the Civilian Personnel Office.

d. The Employer agrees to notify the Union of the results of the survey prior to letting news releases by the Employer and will advise the DOD Wage Fixing Authority of this Agreement.

ARTICLE 37

PREMIUM PAY FOR HAZARDOUS DUTY

Section 1 Pay for Irregular or Intermittent Duty Involving Physical Hardship or Hazard (for General Schedule Employees)

a. The Employer agrees to pay hazard pay differential to General Schedule (GS) employees who are assigned to and perform hazardous duty and duties involving physical hardship as specified by appropriate regulations.

b. A Hazardous Duty Committee appointed by the Commander will consist of personnel representing the Union, Civilian Personnel Office, Safety Office, appropriate medical facilities, and the functional area affected, as appropriate.

Section 2 Environmental Differential (For Wage Grade Employees)

a. An official listing of Bargaining Unit positions, subject to and authorized by Environmental Differential compensation, shall be maintained by the Commander or his/her designated representative.

b. Employees assigned to these positions will be paid the authorized differential for actual exposure to the specified environmental conditions in local work operations.

c. The Employer and the Union will negotiate in:

(1) establishing the basis to justify that a position's work conditions will be listed as qualifying for environmental differential, and

(2) effecting any authorized change to the list of positions subject to Environmental Differential compensation.

d. In situations where hazardous conditions exist, the employees affected will receive premium pay as long as the condition exists. In cases where the hazardous condition can be engineered out, the employees affected will receive premium pay until the condition is corrected.

e. Disagreements applicable to this Article will be processed under the Grievance Procedure (Article 69).

ARTICLE 38

REORGANIZATION

The Union will be briefed in the following manner:

- a. Briefed by the organization having the reorganization.
- b. Briefed as soon as possible prior to the organization being established.
- c. The briefing will show the present organizational structure and the proposed organizational structure to include grade, title, and series.
- d. The Union will be furnished the proposed reorganization information as appropriate.
- e. Any planned adverse actions will show the grade, series, title, and names of employees affected when available.
- f. At the time that additional information is known, the Union will be notified

ARTICLE 39

MERIT PAY

The Employer agrees that non-professional GS-13 GS-14 and GS-15 Employees who are not under the Merit Pay program will be in the Bargaining Unit and eligible to join the Union. Merit Pay employees will be determined by the proper authorities in accordance with PL 95-454 and the Employees' job description

ARTICLE 40

TRAINING AND EMPLOYEE DEVELOPMENT

- a. The Employer will provide employees with training and development opportunities which will enable the employees to do their work effectively, attain career objectives, and accomplish the mission requirements. Such opportunities will be based on the interest of the Employer. Special emphasis will be given to training which would qualify employees for other positions in the event of displacement, including displacement by virtue of automation.
- b. On-the-job training for temporary employees will normally be confined to training in areas directly related to the position held by the temporary employee. Temporary employees will not receive off-the-job training in excess of that which is required for the performance of the employee's temporary duties.
- c. All training opportunities will be offered equally without regard to race, religion, color, sex, age, national origin, and political affiliation. The Employer (supervisor) will be responsible for making each employee aware of training opportunities available which are job related.
- d. Maximum use will be made of the authority to waive qualification requirements and to enter into training agreements with the Office of Personnel Management in order to place employees that may be reassigned into other organizations or functions into lines of work where their services can be utilized.

e. The Employer shall establish and maintain employees development and career system which shall provide opportunities for advancement through training, education, development, and utilization. The system shall foster skills, development, and advancement in accordance with employees' interest, abilities, and mission requirements.

f. The Employer shall encourage employees to take advantage of training and educational opportunities which will add to skills and qualifications needed to increase their efficiency in the performance of their duties and those needed for advancement.

g. Reasonable attempts shall be made to place employees in jobs for which they are best fitted.

h. Upward Mobility Program

(1) Upward mobility is a systematic effort to provide career opportunities under the merit system for employees who are in positions or occupational series which do not enable them to realize their full work potential. This program is separate from the normal Merit Promotion Program. Upward mobility is to provide career development opportunities for employees at varying grade levels.

(2) Through the Growth Opportunity Program component, the employee with demonstrated potential may be selected competitively and trained for para-professional position in career fields which are unrelated to past occupations. Employees in this category may be moved laterally to a para-professional position at a grade level from OS-2 through GS-9 (i.e., a Mail Clerk GS-4 to a Supply Clerk GS-4). After a successful one-year training period, the employee becomes eligible for promotion to the target position.

i. Crossover Program

(1) Through this component, an employee may be selected competitively and trained for another position which is unrelated to past occupations. Employees in this category may be moved laterally from one position to a different position at a grade level from GS-5 through the full performance level. At the successful completion of the training period, the employee becomes eligible for assignment to the target position. This program is to be used to make it possible for employees dead-ended into non-career fields to crossover into different career-fields.

(2) The Employer agrees that when crossover positions are established, the Union will be promptly notified. At that point, management and the Union will enter into negotiations to determine the methods in which the program is to be implemented.

j. In conjunction with an employee's individual development plan and within available resources, management shall provide training for the maintenance of the employee's capabilities necessary to meet the needs of the Employer and the employee. Management shall develop a well trained work force keeping in mind the upward mobility interests of the employees.

ARTICLE 41

APPRENTICESHIP PROGRAM

When an apprenticeship program is established for Wage Grade skills and crafts at this Installation, requirements for entry and progression will be established by the Employer after conferring with the Union President or his Designated Representative on personnel policies, practices, and conditions of employment

connected with the program. The program will be reviewed on a periodic basis by a committee appointed by the Commander with one or more employees nominated by the Union and unconditionally appointed by the Commander.

ARTICLE 42

TRAINING OF UNION REPRESENTATIVES

It is agreed that proper training of Union officials will benefit both Management and the employee. Administrative time for training of Union officials will not exceed 24 hours for any individual within a 12-month period. Any administrative time for training of Union officials will be approved by Management. The Union President will submit in writing to the Employer all requests for administrative time at least five work days in advance of the time requested. The request will include the type of training, purpose, sponsorship, location, date, hours, general subject matter, and the names of the officials that the Union desires to attend the specified training. Management officials will notify the Unions whether or not the request for administrative time is approved at least two days prior to the time of requested training. Exceptions to the number of hours may be approved by the Employer.

ARTICLE 43

DISTRIBUTION OF AGREEMENT AND ORIENTATION OF NEW EMPLOYEES

Section 1 Distribution of Copies

a. The Employer will print copies of the Agreement and make distribution as designated by each Commander. The Employer will furnish a copy of the Master Agreement booklet to the Union for use in printing copies for distribution to Union officers and members.

b. The Employer will post a copy of the Agreement on the appropriate bulletin board in each building. The Supervisor will make available a copy of the Agreement for each employee to read, upon request. The Union will be furnished 200 copies for their use.

Section 2 New Employees

a. At the beginning of each month, the Employer will provide the Union a list of new employees that have been hired on Career Conditional or permanent appointments.

b. **The** Employer will hold an appropriate orientation program for its new employees in the Bargaining Unit. If requested by the Union President, the Orientation Program will provide 10 minutes for a presentation by a Union official.

ARTICLE 44

RESERVED PARKING

a. The Employer agrees that establishment of appropriate reserved parking spaces shall assist in conservation of energy and promote reductions in transportation costs for employees.

b. Reserved parking spaces will be assigned in the following priority order based on the shortest walking distance to the work area:

(1) Official Vehicle Spaces — The number of spaces for official vehicles shall be limited to a reasonable and justifiable number. Elected Union officials will be furnished official vehicle parking permits

(2) Handicapped Spaces — Adequate spaces to accommodate physically handicapped personnel will be made available to those employees with a locomotion problem. All handicapped employees will submit a licensed physician's statement with the following information:

(a) Physical condition

(b) Duration of disability

(c) Whether or not a Handicapped Parking space is required

(d) Building custodians will be responsible for insuring that the above policy is carried out.

(3) Official Visitor Spaces — The number of spaces for visitors shall be limited to a reasonable and justifiable number.

(4) Carpools/Vanpool Spaces — Personnel parking in these spaces must have two or more regular members. Carpool/vanpool spaces will be assigned as shown below:

(a) Building Custodians will issue a special numbered card to individual car/van pools. The primary carpool applicant will fill out a form listing the members of the pool, their places of work, and home addresses. Space assignments will include one for each car/van pool registered at the work site but may be adjusted after utilization studies are made. individual spaces will not be assigned to individual car/van pools. Car pool parking spaces will be identified by distinctive markings or signs. Cars/vans displaying an authorized pool permit may park in any such space on a first come basis.

b. Car/van pool members must report any change in status to the Building Custodian. If a car/van pool breaks up, the parking permit must be turned in to the Custodian who issued the permit.

(5) Management Spaces — The reserved parking spaces assigned to Management Officials shall not exceed 10 percent of the number of spaces available at each building. No Bargaining Unit employee shall be allowed to park in any of these spaces.

c. The MICOM Commander, Deputy Commanders, Chief of Staff, Commissary Officer, Assistant Commissary Officer, Commander and Deputy Commander of the Redstone Communications Command shall retain their present parking assignments.

d. Exceptions to the above policy may be made after negotiations with and agreement by the Union.

ARTICLE 45

ENTRANCE AND EXIT GATES

a. The Employer agrees to keep the Arsenal entrance and exit gates open at specified times for use by employees coming to and leaving from work areas. The gates will be open depending on traffic patterns, available resources, and security requirements.

- b. The Employer agrees to consult with the Union President on the hours that gates are kept open.

ARTICLE 46

AFGE BULLETIN BOARDS

The Employer agrees to permit the Union to place AFGE News Bulletins and other local business announcements on existing bulletin boards. In buildings with a large concentration of employees (i.e., 100 or more) in the Bargaining Unit where more than one bulletin board is available, an existing bulletin board may be designated for Union use. Where separate bulletin boards are not available, the Union will be provided space on existing bulletin boards for placement of AFGE News Bulletins and other local business announcements.

ARTICLE 47

DELIVERY OF AFGE LITERATURE

The Employer agrees to distribute informational literature or correspondence for the Union in the regular Department of the Army mail service internal to Redstone Arsenal. Mail handled for the Union will be accomplished in accordance with MICOM Regulation No. 340-8. Information mailed by the Union will be in normal quantities as mailed by any other organization at Redstone Arsenal.

ARTICLE 48

UNION USE OF THE REDSTONE ROCKET

It is agreed that the Union shall have access to publish articles, letters, advertisement, policy statement, etc., in the REDSTONE ROCKET in accordance with AR 360-81 and appropriate DARCOM supplements.

ARTICLE 49

AFGE USE OF GOVERNMENT FACILITIES

a. The Employer agrees to furnish Government office space for Union use provided occupancy of such space by the Union does not restrict the Employer's mission capability, is practical, and is deemed beneficial to both parties. The space furnished will meet the requirements of AR 210-16 at no cost.

b. The Union agrees to utilize Government office space only for the purpose of conducting Union affairs performed for the benefit of or on behalf of the Bargaining Unit. The space provided will be maintained in an orderly fashion and in accordance with applicable security requirements.

c. The Union will be furnished at least one Class A telephone. Union officials will be granted access to the Employer's office equipment and supplies required for use in carrying out official representational duties.

ARTICLE 50

PAYROLL ALLOTMENT FOR WITHHOLDING UNION DUES

Section 1 General

The Employer and the Union hereby agree on their respective responsibilities and the procedures, conditions, and requirements for withholding and remitting dues of the members in good standing of the Union who are employed in the Bargaining Unit and who voluntarily authorize allotments from their pay for this purpose.

Section 2 Eligibility

Any employee who is a member of the Bargaining Unit and is a member in good standing of the Union may authorize an allotment of pay for the payment of dues for membership at any time, provided:

- a.* The employee has voluntarily completed a request (SF 1187) for such allotment of his/her pay.
- b.* The employee receives an amount of pay sufficient, after other legal deductions, to cover the full amount of allotment. Other legal deductions consist of Retirement or FICA Tax, Federal Income Tax, State Income Tax, Health Benefits, Federal Employees Group Life Insurance, Indebtedness to the United States Government, Union Dues, and other authorized voluntary deductions or allotments to be made in the order specified by the employee.

Section 3 Authorization

The procedure for processing authorizations shall be as follows:

- a.* The Union will inform each of its members of the voluntary nature of an authorization for allotment of pay to cover dues and of the prescribed procedure for authorizing the allotment, as well as the provisions and procedures for revoking an authorization.
- b.* The Union will obtain and distribute to its members the prescribed dues withholding form (SF 1187). This properly completed form shall be accepted by the Employer. The Union will deliver the completed form to the Civilian Personnel Office.
- c.* Authorizations for allotments received by the Payroll Servicing Office will be effective beginning with the first pay period following receipt of the allotment authorization by the Payroll Servicing Office, and will continue in effect until the allotment is terminated in accordance with Section 5 below.
- d.* The SF 1187 will contain the name, payroll number, work location, and Social Security Account Number of the employee as it appears on the payroll records.

Section 4 Dues Allotment

Allotted dues will be withheld each pay period in the amount prescribed by the Union. When an employee transfers within the Bargaining Unit, thereby changing his/her pay period, or if the Employer changes the pay period, the allotment will be prorated accordingly. The amount withheld will be exclusive of initiation fees, assessments, back dues, fines, and similar charges and fees. If the amount of regular dues is changed by the Union, the Payroll Servicing Office will be notified in writing by the President of the Union of the rates and effective date of the amended dues structure at least 30 days prior to the effective date. The amended amount will be withheld effective the payroll period following the effective date.

specified by the Union. Such changes will not be made more frequently than once each quarter beginning in January of each year.

Section 5 Termination of Allotment

The Payroll Servicing Office will terminate an allotment:

a. When the Union loses the required recognition under any of the conditions specified in the law, or if this agreement is legally terminated or suspended, termination will be effective at the beginning of the first pay period after loss of exclusive recognition of this agreement.

b. Upon receipt of notice from the Union President that an employee has been expelled or is no longer a member in good standing, the allotment for such an employee will cease beginning with the first complete pay period after receipt of the notice. The Union President will notify the Payroll Servicing Office within five work days when such a determination has been made by the Union.

c. When an employee voluntarily revokes his/her allotment for the payment of dues, such revocation will not be effective until the first full pay period following the anniversary date. Standard Form 1188 is the prescribed revocation form and may be obtained from the Payroll Servicing Office and must be filed with the Payroll Servicing Office. In all cases, it shall be the responsibility of the employee to see that his/her written revocation is received in the Payroll Servicing Office on a timely basis.

d. When the employee leaves the Bargaining Unit as a result of resignation, retirement, promotion (except temporary promotion or details), transfer, reassignment, or any other personnel action which would remove him from the local Bargaining Unit.

Section 6 Remittance of Dues Withheld

a. Within 10 work days following completion of each pay period, remittance of amount due will be made to the Treasurer, Local 1858, AFGE, Redstone Arsenal, Alabama. A statement will be forwarded as specified above by the Payroll Servicing Office to the Treasurer, Local 1858, AFGE, giving the following information:

- (1) Identification of Installation.
 - (2) Identification of Union.
 - (3) Alphabetical listing of members of the Employee Identification Number from whom deductions were made and amount of each deduction.
 - (4) Total number of members for whom dues were withheld.
 - (5) Total amount withheld on this payroll.
 - (6) Names of and reason for dropped members from the list.
- b.** A copy of each written revocation for the pay period in which the revocation is effected will be attached to the statement.

ARTICLE 51

CIVILIAN WELFARE AND RECREATION PROGRAM

a. The Employer and the Union will jointly appoint a Committee to review the Civilian Welfare and Recreation programs at Redstone Arsenal. The Committee will make a written report and recommendations within 90 days to both parties after this Agreement is in effect. The Commander and the Union will consult on any recommended changes in the programs.

b. Elections will be announced and held to elect committee members to the Civilian Welfare Council. Elected members names, office symbols, and phone numbers will be published in the Redstone Rocket in order to make employees aware of the members.

c. A quarterly financial status report and itemized expenditures will be published in the Redstone Rocket.

ARTICLE 52

PROFIT SHARING PROGRAM

a. A Profit Sharing Program is being tested that is aimed at increasing productivity by selected MICOM organizational elements. The program is designed to provide monetary incentives for the personnel involved with the program, depending on whether the test results show a productivity improvement.

6. in the event that the decision is made to fully implement a Profit Sharing Program, the Employer and/or his designated representatives agree to consult with the Union on the following:

- (1) The intent of the Profit Sharing Program.
- (2) The organizations that are to be included in the program.
- (3) The types of employees to be included in the program

c. The Employer will negotiate with the Union on matters that are related to Personnel Policies and Practices.

ARTICLE 53

CAREER APPRAISALS

The Employer agrees to assure fair and equitable treatment to all employees of the Bargaining Unit by all levels of supervision in regard to career appraisals.

Prior to an employee receiving a less than satisfactory rating, the employee will be counselled with and given the opportunity for improvement. The counselling session will be recorded on the employee record card and initialled by the supervisor. The employee will be given the opportunity to initial the card.

ARTICLE 54

EMPLOYEE EVALUATION

Section 1 Career Appraisals

The Employer agrees to assure fair treatment to employees by all management officials in regard to their career appraisals. In those instances where an employee receives an appraisal that is obviously lower than the immediately previous appraisal and/or receives an appraisal with critical remarks that were not on the immediately previous appraisal, it will be the responsibility of the rating official to explain if requested by the employee. Employees enrolled in Army-wide career programs who require **an Employee Career Appraisal** other than the DD Form 1559 shall receive an Employee Performance Rating, DA Form 1052, signed by the employee, the immediate supervisor, and the reviewing official as evidence of a satisfactory rating. Employees enrolled in Army-wide Career Programs requiring DD Form 1559 shall not receive a DA Form 1052 if the entire time covering the period is satisfactory. The signatures of the employee, the immediate supervisor, the reviewing official, and the Career Advisor will be acceptable evidence of a satisfactory rating.

Section 2 Performance Rating

a. It is a responsibility of supervisors to appraise the performance of their employees. Such appraisal will be conducted in accordance with the provisions of pertinent regulations.

6. It is the supervisor's responsibility to insure that employees are informed of performance requirements. In all instances of a 90-day warning notice, performance requirements will be given to employees in writing at least 90 days prior to the due date of the official performance rating. If the supervisor feels that he/she is not able to properly evaluate the employee's performance because of lack of opportunity to observe performance, supervisors may request an extension of the due date of an official rating for a period up to, but not to exceed, three months. An extension may also be requested for a required warning period.

c. Supervisors shall explain to employees the Department of the Army's Performance Evaluation Plan and the essential elements of the appraisal process, including its importance, value, rating levels, and rights of review. Also, supervisors shall evaluate employee performance through informal discussion at the time of specific incidents which point out strengths, weaknesses, needs, and attributes. Official assignment of ratings will be based on performance requirements. If an employee desires, he/she may at any time discuss the performance requirements of his/her position with the supervisor. Performance appraisals will be thoroughly discussed with the employee in private. The employee has the right and will be encouraged to freely state his/her views.

d. The assignment of an unsatisfactory rating shall be supported by appropriate and factual data. Such factual data will be typical of the employee's performance and shall not be isolated instances. An unsatisfactory rating will be given only after compliance with pertinent regulations.

e. The Employer and the Union understand that changes to the Department of Army performance rating system, in accordance with Civil Service Reform Act of 1978, are pending. The Employer and the Union agree to renegotiate this Section, upon either party's request, when changes in the Department of Army performance rating system are effective.

SECTION 3 Acceptable Level of Competence

a. The initial determination that an employee who occupies a permanent position under Classification Act is not performing at an acceptable level of competence will be made by the supervisor

responsible for performance evaluation. The Employer shall require the concurrence of a higher, normally the next, level of supervision, if any. The employee's supervisor shall discuss with the employee the reason for the determination with a statement in writing not less than 60 calendar days prior to the completion of the waiting period. Whenever a negative determination is made and the employee was not granted a 60-day advance notice, another determination will be made no less than 60 days after the employee is informed that his/her performance is not acceptable. When another determination is made because of failure to give a 60-day advance notice, and that determination is favorable, the within-grade increase becomes effective retroactively to the original due date. The Employer will insure that the party responsible for not informing the employee will be made aware of the provisions of Section 3 of this Article.

b. The Employer shall give the employee an opportunity to request reconsideration of the decision to withhold a within-grade increase. The request must be submitted in writing within 15 calendar days of receipt of the written notification that the increase has been denied. The request must be submitted through supervisory channels to the Commander, Attention: Civilian Personnel Office and include:

- (1) the employee's name and organization
- (2) the reasons why the employee believes the decision should be reconsidered, and
- (3) whether or not the employee desires an investigator be appointed.

The employee has the right to have a representative of his/her own choosing in presenting the request. When the decision by the appropriate deciding official is unfavorable, the Employer shall notify the employee of the right to appeal that decision and of the time limit to file the appeal.

ARTICLE 55

EMPLOYEE RECORD CARD

a. An Employee Record Card is provided for use by supervisors for recording personnel actions, training and qualifications, consultations with employees, and for noting commendations, reprimands, and other matters pertinent to personnel management responsibilities.

b. The employee will be permitted to review his individual record card upon request to the supervisor.

c. Prior to placement of detrimental data on the Employee Record Card, the supervisor will discuss same with the employee concerned. The employee and supervisor will each initial the card to indicate the required discussion has occurred. When detrimental data is removed from the employee's Personnel Folder, all copies will be removed and forwarded to the employee through the supervisor. Notations of such detrimental data will then be deleted from the Employee Record Card.

ARTICLE 56

SURVIVORS – BENEFITS ORIENTATION

In the event that a Bargaining Unit employee dies, the Employer shall contact the surviving spouse or eligible survivor as soon as possible or no later than 12 workdays following the employee's death to arrange a briefing concerning the survivor's rights and benefits. The briefing shall be done by an expert in the field of survivor's rights and benefits. The briefing will be held at the earliest convenient date.

ARTICLE 57

INCENTIVE AWARDS – SUGGESTION PROGRAM

a. Employees have the right to propose new and innovative ways to carry out the mission or function of the Employer. They may submit individual or joint work plans which may include elements, such as, methods to better accomplish a mission or function of the Employer.

b. The Union recognizes that the Employer has the responsibility for development and implementation of the Incentive Awards and Suggestion Program in accordance with appropriate laws and regulations.

c. Union representatives will be invited to participate in the deliberation of the Incentive Awards Committee with respect to:

(1) Planning suggestion program activities to stimulate participation.

(2) Establishing suggestion program goals and targets.

(3) Evaluating suggestion program progress, appraisal of employee, supervisor and Management reactions.

d. The Incentive Awards Program annual report will be provided to the President of Local 1858,

ARTICLE 58

NEW TECHNOLOGY

Whenever the Employer proposes to acquire and/or implement any mechanical device or system based upon new technology which may adversely impact on employees in the Bargaining Unit, the Employer will consult with the Union on any adverse affects. When adverse conditions occur, appropriate training for affected employees will be established which may enable the employees to maintain or enhance their pay status.

ARTICLE 59

CONSULTANTS AND EXPERTS

a. The Employer acknowledges its responsibility to adhere to regulations and appropriate laws regarding the use of experts and consultants.

b. Consultants or experts shall not be employed solely to avoid the competitive merit promotion procedures.

Consultants shall not supervise any employees in the Bargaining Unit.

ARTICLE 60

DAMAGED GOVERNMENT PROPERTY

The Employer agrees to appoint a committee to investigate accidents that cause damage to Government property utilized by Bargaining Unit members. A committee of two will be set up. One member from Management will be selected and the Union will be requested to nominate one member that will be appointed. The committee members will investigate the accident and forward a joint report with the findings and recommendations to the Commander or his/her representative for decision. This joint report will be in addition to the normal accident report.

ARTICLE 61

ENERGY CONSERVATION

The Union and the Employer agree to work with each other in support of Energy Conservation.

ARTICLE 62

SPECIAL HOLIDAYS

Employees who are required to work when the majority of the Command's personnel are not required to work because of special holidays that are established by Executive Order will be paid in accordance with applicable laws.

ARTICLE 63

INCLEMENT WEATHER OR EMERGENCY CONDITIONS

a. The Installation Commander of Redstone Arsenal will determine when all or part of the Installation will be closed. The Commander will authorize the public broadcast media to announce Installation status when the Installation is to be closed.

b. When all or part of the Installation is closed by the Commander because of climatic or hazardous conditions, employees will be excused from duty without charge to leave except those required to work under emergency conditions.

c. When a duty station is open, but inclement weather or other emergency conditions affecting travel to the duty station prevents an employee from getting to work on time, the employee may be granted up to 59 minutes of leave.

ARTICLE 64

BUZZERS, BELLS, TIME CLOCKS, ETC.

It is agreed that at no time shall buzzers, bells, whistles, time clocks, or anything of the like be utilized by the Employer to control the starting or stopping of duty time, lunches, or breaks. Exceptions to the above policy may be made after negotiations with and agreement by the Union.

ARTICLE 65

CONTRACTING OUT

a. The Union recognizes the Employer's right **under** Public Law 95-454 to determine the methods, means, and personnel required to accomplish the mission of the Employer. The Union also recognizes that the Employer has the right to make determinations with respect to contracting out.

b. The labor organization has a legitimate interest, right, and obligation to negotiate on personnel policies, practices, and other matters affecting conditions of employment for all employees of the Bargaining Unit. The Union and the Employer recognize that contracting-out a service or function that has historically been performed by Command employees may have an adverse affect on the condition of employment of the affected employees in the unit.

c. The Employer and the Unions further agree that contracting for services by the Employer is subject to certain policy restrictions imposed by law and Government-wide regulations.

d. When contracting-out is being considered that would have an impact on the Bargaining Unit, the Employer will consult with the Union. When the decision is made to contract out work being performed or work that would be performed by employees of the unit, the Employer will consult or confer as appropriate with the Union as early as practicable as to the impact of the conditions of employment of the employees in the unit.

e. The Union will be notified of the employer's intent to solicit bids/offers under the Commercial Industrial Type Activity (CITA) program as early as practicable. The purpose of the Employer soliciting these bids and offers will be to determine the cost of contracting out an on-going function or a new requirement. The Union will be notified of this action prior to the issuance of a solicitation.

f. Any statement of work shall be complete and accurate before being included in any solicitation.

g. The Employer will furnish the Union a copy of the solicitation at the time that the procurement package is placed out for bids.

h. The Union will be notified as to the time and place that bids are to be opened by the Employer's representatives. Two Union representatives will be given an invitation to attend the meeting.

i. Two Union representatives will be invited to attend the announcement of the results of the Employer's cost comparison determination. After the bid opening, the Union will be furnished a copy of the Employer's in-house estimate.

j. No contract shall be awarded until the provisions of this article are complied with including appropriate consultation sessions.

k. The Union will be provided, if requested and as soon as practicable, after the contractual award, a copy of the contract.

l. The Employer agrees to make every possible effort to place employees who are in a Reduction-In-Force status because of contracting-out into other Civil Service jobs at an equal or lower graded position.

ARTICLE 66

SEXUAL HARASSMENT

a. The Employer's policy is to provide a workplace free of sexual harassment. This prohibition applies to anyone of the same or opposite sex. Prohibited actions include:

(1) Requesting sexual favors.

(2) Making continued requests for social engagements once an individual has stated that he/she is not interested in such contacts.

(3) Constantly commenting on an individual's physical attributes.

(4) Accusations of sexual harassment must be supported by documented proof and/or witnesses.

See below b. Disciplinary actions will be taken in substantiated cases of sexual harassment.

ARTICLE 67

DISCIPLINARY ACTIONS

a. The Employer and the Union agree that primary emphasis will be placed on preventing situations requiring disciplinary action through effective employee-management relations.

b. Employees will not be disciplined except for just cause. Prior to deciding whether or not a disciplinary action is warranted, the immediate supervisor shall undertake a preliminary investigation and hold discussions with the employee concerned (unless it is impracticable to contact the employee). Whenever a supervisor discusses with the employee a disciplinary action within the scope of this Agreement, the employee will be entitled to have a Union representative present.

c. Disciplinary actions shall be initiated only after a thorough preliminary investigation has been completed and the facts revealed by this investigation clearly indicate that disciplinary action is necessary for correcting the employee.

d. The Employer agrees that discipline will be administered in a fair and impartial manner and that no employee will be disciplined except as provided by laws and regulations.

e. When an employee is officially notified of proposed disciplinary action, the employee will be informed prior to the effective date of the right to reply orally and/or in writing. The Employee will also have the right to a representative of his/her choice. The employee shall be advised in writing as to all reasons which are used as the basis of the offense for which charged.

ARTICLE 68

ADVERSE ACTIONS

a. Adverse Actions covered by this Article are defined as actions taken to suspend or remove an employee from the Federal Service. The Employer and Union agree that primary emphasis will be placed on preventing situations requiring adverse actions through effective employee/management relations.

* The underlined portion of Article 66, paragraph b, above was disapproved during the agency's post-audit review. The post-audit review, conducted as required by Public Law 95-454, determined the underlined portion to be in conflict with management's right to take discipline which is protected by 5 USC Section 7106 (a)(2).

At the time this Agreement was forwarded for printing, the above disapproved portion was not resolved. Supervisors should contact the Management Employee Relations Division, Civilian Personnel Office, phone No. 876-8304, prior to interpreting and applying the above underlined portion.

b. The Employer will administer adverse actions to employees in a fair manner and in accordance with applicable laws and regulations.

c. Employees being given a suspension of more than 14 days or removed from the Federal Service are entitled to appeal to the Merit Systems Protection Board or may file a grievance under the negotiated grievance procedure contained in this Agreement, but not both. Employees cannot file an appeal, grievance, EEO complaint, or prohibited personnel practice on the same action.

d. Bargaining Unit employees covered by this Article are those in the Command who are not serving a probationary or trial period under an initial appointment or one who has completed one year of current continuous employment under other than a temporary appointment limited to one year or less and an employee in the excepted service.

e. If a decision is made as a result of an appeal or grievance to modify or reverse an adverse action taken against an employee, the Command will restore the employee's lost pay and benefits.

f. The Employer agrees to place emphasis on appropriate action that will be taken dealing with Management and Supervisors to prevent abuse of adverse actions.

ARTICLE 69

GRIEVANCE AND ARBITRATION PROCEDURE

Section 1 General

a. The purpose of this Article is to provide for a mutually satisfactory method applicable only to the Bargaining Unit for resolving grievances covered in Section 2 below. This is the exclusive procedure available to the Employer and the Union and the employees in the Bargaining Unit for resolving such grievances. This procedure provides a means of resolving grievances at the lowest level of both the Employer and the Union.

b. Nothing in this Article is intended to deny any employee or group of employees in the Bargaining Unit the right to present grievances covered in Section 2 below to the appropriate level of management and have them adjusted without the intervention of the Union, as long as the adjustment is not inconsistent with the terms of this Agreement and the Union has been given an opportunity to be present at the adjustment.

c. Inasmuch as dissatisfactions and disagreements arise occasionally among people in any work situation, the filing of a grievance shall not be construed as reflecting unfavorably on an employee's good standing, performance or loyalty or desirability to the organization. Employees, employee representatives, and all other persons involved in the presentation of a grievance will be free from restraint, interference, coercion, discrimination, or reprisal.

d. An employee or group of employees filing a grievance under this procedure shall be represented by a Union official or by a representative approved in writing by the Union President. However, the employee or group of employees may elect to represent himself/herself as long as the provisions of Section 1 b above are complied with.

e. This Article is designed to provide an ethical, orderly, and suitable means for resolving Employer/employee and Union grievances. Accordingly, the Union agrees that, when representing members of the Bargaining Unit, it will not take a grievance off the Installation before an appropriate management official has been given an opportunity to resolve the problem in a timely manner.

f. The Employer and the Union agree that in the case of a grievance involving a group of employees who have identical grievances, one employer's grievance shall be selected by the Union for processing and that all decisions for that one grievance will be binding on the other grievance.

g. If an employee who has filed a grievance resigns or dies before decision is reached on a grievance being processed and a question of pay is involved, action will be stopped and all parties will be notified. A copy of this notification shall be made a part of the case record

Section 2 Coverage

a. The procedures set forth in this Article cover grievances over the interpretation, application, and/or violation of this Agreement; adverse actions; and the interpretation and application by the Employer of published policies and regulations issued or implemented at any level up to and including the Office of Personnel Management which concern conditions of employment, as may be appropriate under applicable law. However, the procedures set forth in this Article do not cover those matters expressly excluded by law and regulation.

b. Employees may file grievances concerning disciplinary (written reprimands or suspensions of 14 days or less) and adverse actions beginning with the third step of this grievance procedure. Grievances concerning disciplinary or adverse actions must be filed within 20 calendar days after receipt of the decision letter related thereto, or within 20 calendar days after the effective date of the action, whichever is later.

c. Employees, at their discretion, may file grievances related to adverse actions either under this negotiated grievance procedure; or may appeal them under appropriate appellate procedures; but not both. An employee shall be determined to have exercised the option of filing under this grievance procedure or appealing the matter at such time as he/she files a timely grievance in writing at the third step of this procedure, or at such time as he/she files a timely notice of appeal under appropriate appellate procedures, whichever occurs first.

d. If an employee files a grievance under this negotiated Agreement concerning an adverse action, and alleges discrimination based on the reasons set forth in Chapter 23, Title 5, Section 2302(b)(1), US Code, then he/she has the right to request the Merit Systems Protection Board (MSPB) to review the final decision rendered on the grievance.

e. Questions that cannot be resolved by the parties as to whether or not a grievance is on a matter subject to this grievance procedure or is subject to arbitration may be referred to an arbitrator in accordance with Section 6 of this Article. If such a question arises, the grievance proceedings will be halted without prejudice to either party until a decision is received by the parties from the arbitrator.

Section 3 Employee Grievance Procedure

a. First Step:

(1) Grievances will be discussed first with the immediate supervisor (in the event that the grievance involves the immediate supervisor, the first contact may be with the next level supervisor). At this discussion the employee may be represented normally by his/her shop steward. When discussing the grievance, the employee will specifically identify the nature of the problem and the personal relief sought. Grievances resulting from continuing conditions may be presented at any time. Those resulting from a one-time act or specific incident must be filed within 10 work days after the act or specific incident giving rise to the grievance. The Employer shall extend the 1-day time limit if the employee is able to furnish acceptable reasons, in writing, for not presenting the grievance within the 10-day time limit.

(2) The supervisor will discuss the matter promptly and review the situation impartially. if there is no question as to coverage under this Agreement and the matter is within the scope of the supervisor's authority, an effort will be made to work out a mutually satisfactory adjustment. If the matter cannot be resolved or if it is outside the scope of the supervisor's authority, it can be referred to Step 2

(3) The first step supervisor shall make any necessary review and shall state his/her decision orally within five workdays after conclusion of the first step discussion.

b. Second Step:

(1) If the employee is dissatisfied with the decision of the first step supervisor, he/she will within five workdays after the first step decision provide a brief written notice to the supervisor with whom the meeting was held to advise him of his desire to pursue the grievance further. The written notice will be in the following format:

EMPLOYEE GRIEVANCE REPORT

Employee's Name _____ Grade _____

Title _____

Telephone _____ Organization _____

Supervisor _____

Name of Representative _____

Nature of grievance including Article(s) of this Agreement, or policies, or regulation(s), as may be appropriate under applicable law, (to include specific paragraph, subparagraph, etc.) and personal relief sought. This data is not necessarily all inclusive:

Date. 1 _____ Employee's Signature _____

Upon receipt of written notice, the supervisor will make prompt arrangements for a 2nd discussion of the matter. This discussion will be held within 10 work days after the first discussion. The employee will be provided written notice of when and where the meeting will be held.

(2) The management official or supervisor below the command level having the authority to make a decision on the matter involved in the grievance together with the employee and his/her representative (if requested) will be present at the second step meeting. The first step supervisor will also be present if requested by either party. All documents pertaining/related to the grievance will be made to both parties upon request. Both parties will be permitted to question the grievant and any other person in attendance concerned with the case. Employees involved shall be in a duty status. The parties will endeavor

to reach a settlement of the grievance. After concluding the meeting, management will prepare a Memo for Record, summarizing the grievance, the consideration accorded it, the conclusions reached, and the course of action decided upon during this discussion. The Memo for Record will be signed by the second step authority. A copy of the Memo will be furnished all parties concerned within 10 work days. In the event that an acceptable adjustment is not reached during this discussion, the employee will be advised of his right to submit the grievance in writing. The written grievance shall be submitted within 10 work days.

c. Third Step:

(1) The written grievance will be addressed to the Commander, MICOM, USACC, or Redstone Commissary, ATTN: Civilian Personnel Office, (DRSMI-JMG), and will contain the following information:

(a) Employee's name and organization and the name of the Union representative (if any).

(b) Specific nature of grievance including Article(s) of this Agreement, policies, or regulation(s), if known, as may be appropriate under applicable law (to include specific paragraph).

(c) Personal relief sought.

(d) Statement that attempt has been made to resolve the grievance in accordance with Steps 1 and 2.

(e) A copy of the Memo for Record resulting from Step 2.

(2) If an investigation is requested, the Employer shall then furnish the grievant with a list of three names within seven work days from receipt of the grievance as nominees for investigators. The grievant will select one of the nominees within three work days from receipt of the list. After the investigator has gathered all the facts applicable to the case, he/she will meet with the grievant and his/her representative to examine and discuss the information. The grievant and the investigator will sign a statement that the information has been examined by the grievant and his representative. The grievant will then have five work days to submit additional information. The grievant will have complete access to the investigation file during the five work days.

(3) Thereafter, the investigation report will be submitted to the appropriate Commander for decision through the Civilian Personnel Office. The total time taken for the investigation will not exceed 25 work days after the investigator has received the official grievance file.

(4) If the grievant does not choose to have an investigation, the Commander may (a) grant the grievance, (b) deny the grievance, or (c) require that the matter be investigated.

(5) If the decision of the Commander is not acceptable, the Union may refer the grievance to arbitration as provided by Section 6 of this Article.

Section 4 Official Time

Reasonable time will be allowed during employee working hours for employees to discuss, prepare for and present grievances, including attendance at meetings with management officials. If an employee so desires, he/she will be allowed to meet with the Union during the employee's duty hours for the purpose of obtaining assistance in connection with his/her grievance, appeal or complaint. If the supervisor decides that compelling and imperative work related circumstances preclude the employee from being released

from his/her duties, he will explain the reasons and advise the employee when he/she will be able to leave. Employees have the right during grievance discussions with supervisory officials to have a Union representative present when so requested by the employee.

Section 5 Union-Employer Grievance Procedure

Should a grievance arise between the Employer and the Union, which falls within the scope of this Agreement and which is not an individual employee's grievance, the matter shall be resolved in the following manner. The complaining party will notify the other party of the grievance in writing within 15 work days after the act or specific incident giving rise to the grievance. Within 10 work days of such notification, the complaining party will schedule a meeting between the parties to attempt to resolve the matter. When the complaining party determines that further discussion(s) cannot resolve the grievance, that party will so advise the other party in writing within 10 work days after the most recent discussion. Within 20 work days of this advise, the complaining party may request arbitration in accordance with Section 6 of this Article.

Section 6 Arbitration

a. This procedure provides for the arbitration of grievability or arbitrability questions and unresolved grievances arising over the interpretation, application, or violation of this Agreement which have been processed under the provisions of this Article. Arbitration may be invoked by the Employer and/or Union but not by the employee.

b. A request for arbitration by the Employer or the Union must:

(1) Be in writing and addressed to the Commander, MICOM, USACC or Redstone Commissary, or the President, Local 1858, AFGE, as appropriate;

(2) Specify the issue, reasons for the request, and the Article or Articles including specific paragraphs in this Agreement which are at issue;

(3) Specify the personal relief sought;

(4) Transmit copies of all previous correspondence between the parties concerning the case; and

(5) Be submitted within 20 work days following receipt by the employee of the Employer's decision issued in accordance with Section 3 of this Article; or in accordance with Section 5 of this Article, advice by the complaining party that further discussion will not resolve the issue: or receipt of notice rejecting an issue for grievance or arbitration by either party.

c. After 15 work days and no later than 20 work days from the date of receipt of the written arbitration request, the party requesting arbitration may request the Federal Mediation and Conciliation Service to submit a list of five impartial persons qualified to act as arbitrators. The party requesting arbitration shall schedule a meeting within 10 work days after receipt of this list to select an arbitrator. If the parties cannot mutually agree to one of the listed arbitrators, then the Employer and the Union will alternately strike one arbitrator's name from the list of five until only one name remains. The remaining name shall be the duly selected arbitrator.

d. The arbitration hearing shall be held during regular hours of Monday through Friday. In accordance with applicable regulations, the aggrieved employee, his representative, and necessary employee witnesses (if Department of the Army employees) shall be in a pay status, if otherwise in a duty status, without charge to annual leave while participating in the arbitration hearing.

e. In cases of arbitration over questions or arbitrability or grievability the party losing the case will pay the fee and expenses of the arbitrator. The arbitrator will be required to designate which party was the loser in the award or decision. In cases other than those solely involving questions of grievability or arbitrability, Management will pay the expenses of the first six arbitration cases, if any exist. The fee and expenses, if any, on additional arbitration cases will be shared equally by the Employer and the Union. Travel and per diem costs to the Employer shall be limited as specified in applicable regulations. Cost of witnesses will be borne by the party requesting appearance of said witness. Upon mutual agreement by the parties or if requested by the arbitrator, a transcript shall be made, and the cost will be shared equally by the parties. If either party should require the making of a transcript when there is no mutual agreement or no request by the arbitrator, the requiring party shall bear the cost of such transcript. Should the other party solicit and/or obtain a copy of the transcript through any means, they must pay one-half of the total initial cost of having the transcript made to the party originally requiring the transcript. Other costs shall be shared equally by the Employer and the Union.

f. The arbitrator shall be requested by the parties to render his/her decision as quickly as possible, but in any event no later than 20 work days after the conclusion of the hearing unless the parties agree otherwise. The arbitrator shall have the authority to interpret and apply the provisions of this Agreement. The arbitrator does not have the authority to change, alter, amend, or modify this Agreement. The arbitrator's decision will be in writing, include a statement of the basis for the decision, and shall be forwarded concurrently to the Employer and the Union.

g. It is understood that either the Employer or the Union may file an exception to the arbitrator's award with the Federal Labor Relations Authority under applicable regulations. In the event that an arbitrator's award is appealed by the Union or Employer to the Federal Labor Relations Authority, then the award shall be stayed pending the Authority's final determination.

h. Public news releases concerning any information involved in any arbitration case will not be made by either party until the case is finally adjudicated.

In Witness Whereof, the Parties Hereto have Executed this Agreement on the
Day of JUNE 1981.

RECEIVED

JUN 25 1981

For Management:

G. Richard Wright
G. RICHARD WRIGHT
Chief Negotiator

Fredrick Carodine
FREDRICK CARODINE, Negotiator

Joe P. Holder
JOE P. HOLDER, Negotiator

Harry L. Trent
HARRY L. TRENT, Negotiator

For the Union:

Dennis Garrison
DENNIS GARRISON
Chief Negotiator

Michael D. West
MICHAEL D. WEST, Co-Chief Negotiator

Herbert A. Ivey, Jr.
HERBERT A. IVEY, JR., Negotiator

Hershel D. Cramer
HERSHEL D. CRAMER, Negotiator

William T. Pruett
WILLIAM T. PRUETT, Negotiator

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Dianne Trick
DIANNE TRICK, Negotiator

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William H. Penny
WILLIAM H. PENNY
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